

# NOTICE OF MEETING



## *CITY OF BRANSON*

### BOARD OF ALDERMEN

*Regular Meeting – Tuesday, January 27, 2015 – 7:00 p.m.*  
Council Chambers – Branson City Hall – 110 W. Maddux

*Where Values are the Difference*

**JANUARY: VISION**

Planning for the future and encouraging growth

# **BRANSON BOARD OF ALDERMEN AGENDA**

**January 27, 2015**

**7:00 p.m.**

**Meeting Called to Order  
Pledge of Allegiance  
Invocation – Garrett Anderson  
Roll Call**

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## **PUBLIC COMMENT:**

**To speak during public comment, please sign the speaker sign-up sheet located at the front door of the council chambers prior to the start of the meeting.**

## **CONSENT AGENDA:**

- 1) Approval of Board of Aldermen Minutes:
  - a) January 8, 2015 Study Session**
  - b) January 13, 2015 Regular Meeting**
  - c) January 15, 2015 Special Study Session****
- 2) Acknowledge Receipt of Minutes:
  - a) Advisory Park Board meeting of November 18, 2014****
- 3) Final Reading of Bill No. 4689 vacating a 20 foot sewer easement in the Branson Hills Development Phase 10. [Map]**
- 4) Final Reading of Bill No. 4690 approving an Intergovernmental Agreement with Branson/Lakes Area Tourism Community Enhancement District for Explore Branson domain name and authorizing the Mayor to execute the contract.**
- 5) Final Reading of Bill No. 4691 amending Section 450.070(B) of the Branson Municipal Code pertaining to application requirements for special events.**
- 6) Final Reading of Bill No. 4692 amending Chapter 70 of the Branson Municipal Code pertaining to digital signs and off-premise advertising.**
- 7) Final Reading of Bill No. 4693 approving a contract with Faith Community Health Center, Inc. pertaining to the provision of services to provide temporary emergency help for the needy and authorizing the Mayor to execute the contract.**

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- 8) **Final Reading of Bill No. 4694 approving a contract with Ozarks Area Community Action Corporation (OACAC) pertaining to the provision of services to provide temporary emergency help for the needy and authorizing the Mayor to execute the contract.**
- 9) **Final Reading of Bill No. 4695 approving a contract with the Women's Crisis Center of Taney County, Inc. pertaining to the provision of services to provide temporary emergency help for the needy and authorizing the Mayor to execute the contract.**
- 10) **Final Reading of Bill No. 4696 approving a contract with Christian Action Ministries (CAM) pertaining to the provision of services to provide temporary emergency help for the needy and authorizing the Mayor to execute the contract.**
- 11) **Final Reading of Bill No. 4697 approving a contract with Salvation Army pertaining to the provision of services to provide temporary emergency housing for the needy and authorizing the Mayor to execute the contract.**
- 12) **Final Reading of Bill No. 4698 approving a contract with Branson Arts Council pertaining to the provision of services for community arts and cultural activities and authorizing the Mayor to execute the contract.**
- 13) **Final Reading of Bill No. 4699 approving an Intergovernmental Agreement between the City of Branson and the Branson Housing Authority and authorizing the Mayor to execute the contract.**

**REGULAR:**

- 14) **A hearing appealing the disapproval of a Special Event Permit Application for the Branson Bridal Show by Lana Johnson.**
- 15) **A hearing appealing the disapproval of a Special Event Permit Application for the Branson Tri-Lakes Building and Home Show by Sue Braun.**
- 16) **Report by Marc Mulherin about the Branson Convention Center Year End 2014 Review.**
- 17) **Public Hearing and First Reading of Bill No. 4700 approving annexation of the properties located at 175 Meadow Brook Unit 1 and Garage 5.**
- 18) **First Reading of Bill No. 4701 accepting the proposal of Ozarks Coca-Cola/Dr. Pepper Bottling Company pertaining to merchandise resale and authorizing the Mayor to execute the contract.**
- 19) **First Reading of Bill No. 4702 approving a Pre-Annexation Agreement for the properties owned by 7M Holdings, LLC. located at 179, 187, 200, and 230 Thunder Ridge Estates Drive, and 122 and 132 Rainfall Circle and 133 Thunder Ridge Court in Thunder Ridge Estates, Phase I and authorizing the Mayor to execute the contract. [Map 1] [Map 2]**

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- 20) **First Reading of Bill No. 4703 approving a Pre-Annexation Agreement for the property owned by Tomas Maldonado and Josefina Hernandez Ortiz located at 308 Redbud Street in Table Rock Acres Subdivision and authorizing the Mayor to execute the contract. [Map 1] [Map 2]**
- 21) **First Reading of Bill No. 4704 amending Section 86-621 of the Branson Municipal Code pertaining to Schedule I: Stop Signs. [Map]**

**MAYOR/CITY ALDERMEN/CITY ADMINISTRATOR'S REPORTS**

**ADJOURN INTO EXECUTIVE SESSION**

**Closed Executive Session pursuant to 610.021.1 RSMo for litigation.**

**ADJOURN**

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**JANUARY: VISION**

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**Planning for the future and encouraging growth**

# MINUTES

## STUDY SESSION OF THE BOARD OF ALDERMEN CITY OF BRANSON, MISSOURI January 8, 2015

### INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri met for a study session in the Municipal Courtroom of the Branson City Hall on January 8, 2015, at 12:30 p.m.

Mayor Pro Tem Davis presiding, Rick Todd, Rick Davis, Patrick Parnell, Cris Bohinc and Bob Simmons. Absent: Presley and Booth.

Also present from the City were: City Administrator Bill Malinen, City Clerk Lisa Westfall, City Attorney William Duston, Assistant Public Works Director Keith Francis, Assistant Police Chief Stan Dobbins, IT Director Chad Forster, Planning and Development Director Joel Hornickel, Fire Chief Ted Martin, Parks and Recreation Director Cindy Shook, Finance Director Jamie Rouch, Economic Development Director Garrett Anderson, Utilities Director Mike Ray and Human Resource Director Jan Fischer.

**Alderman Booth joined the meeting at 12:33 p.m.**

### AGENDA

Administrator's Report.

Discussion of previous Study Session items.

Review of January 13, 2015 Agenda.

Discussion regarding road solicitation, distribution and panhandling.

Board of Aldermen requests for agenda items to be placed on future agendas.

### ADJOURN

Mayor Pro Tem Davis asked for a motion to adjourn. Alderman Bohinc moved to adjourn, seconded by Alderman Booth. Voting aye: Todd, Davis, Parnell, Bohinc, Simmons and Booth. Absent: Presley. Motion carried. Meeting adjourned at 1:37 p.m.

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Raeanne Presley  
Mayor

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Lisa Westfall  
City Clerk

# MINUTES

THE REGULAR MEETING OF THE  
BOARD OF ALDERMEN  
CITY OF BRANSON, MISSOURI  
January 13, 2015

## INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri met in regular session in the Council Chambers of the City Hall on January 13, 2015, at 7:00 p.m. Mayor Presley called the meeting to order with the "Pledge of Allegiance" and Ted Martin gave the invocation.

## ROLL CALL

City Clerk Westfall called roll: Mayor Presley presiding, Mike Booth, Cris Bohinc, Bob Simmons, Patrick Parnell, Rick Todd and Rick Davis.

Also present from the City were: City Administrator Bill Malinen, City Clerk Lisa Westfall, City Attorney William Duston, Public Works Director and City Engineer David Miller, IT Director Chad Forster, Police Chief Kent Crutcher, Parks and Recreation Director Cindy Shook, Utilities Director Mike Ray, Economic Development Director Garrett Anderson, Planning and Development Director Joel Hornickel, Finance Director Jamie Rouch, Fire Chief Ted Martin and Human Resources Director Jan Fischer.

## EMPLOYEE OF THE MONTH

Alderman Bohinc presented Caleb Atchley of the Utilities Department as the January Employee of the Month in recognition for displaying the City of Branson Values of Teamwork and Cooperation; Service and Courtesy; Stewardship and Sustainability.

## PUBLIC COMMENT

Mayor Presley began the Public Comments section of the Board of Aldermen meeting by stating the Board would hear citizens that signed the Speaker's Sheet in the order they are listed on the sheet.

There were no speakers this evening.

## CONSENT AGENDA

Mayor Presley asked if there were any citizens that had any items they wished to have removed from the Consent Agenda for further discussion. Hearing none, Mayor Presley asked if any member of the Board had any items they wished to have removed from the Consent Agenda. Hearing none, Mayor Presley asked City Clerk Westfall to read the items on the Consent Agenda. City Clerk Westfall read the following Consent Agenda items by title.

Approval of Board of Aldermen Minutes:

- a) December 4, 2014 Study Session
- b) December 9, 2014 Regular Meeting

Acknowledge Receipt of Minutes:

- a) Tree Board meeting of November 5, 2014
- b) Planning & Zoning Commission Study Session of December 2, 2014
- c) Planning & Zoning Commission Regular meeting of December 2, 2014

Acknowledge Receipt of Annexation Petition filed for:

- a) Property located at 175 Meadow Brook, Unit 1 and Garage 5, Branson, Missouri

**BILL NO. 4684**

**Ord. No. 2015-0001**

**Approving a Pre-Annexation Agreement for the property owned by 7M Development, LLC. located at 173 Thunder Ridge Estates Drive in Thunder Ridge Estates, Phase I.**

Final Reading of Bill No. 4684, an ordinance approving a Pre-Annexation Agreement for the property owned by 7M Development, LLC. located at 173 Thunder Ridge Estates Drive in Thunder Ridge Estates, Phase I and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried. Ordinance No. 2015-0001 was duly enacted.

**BILL NO. 4685**

**Ord. No. 2015-0002**

**Approving a contract with Cody Computer Systems for police records management software maintenance.**

Final Reading of Bill No. 4685, an ordinance approving a contract with Cody Computer Systems for police records management software maintenance and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried. Ordinance No. 2015-0002 was duly enacted.

**BILL NO. 4686**

**Ord. No. 2015-0003**

**Approving an amended contract with Suddenlink for metro ethernet and dedicated internet.**

Final Reading of Bill No. 4686, an ordinance approving an amended contract with Suddenlink for metro ethernet and dedicated internet and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried. Ordinance No. 2015-0003 was duly enacted.

**BILL NO. 4687**

**Ord. No. 2015-0004**

**Accepting the proposal of the Branson Lakes Area Chamber of Commerce pertaining to Tourism Marketing.**

Final Reading of Bill No. 4687, an ordinance accepting the proposal of the Branson Lakes Area Chamber of Commerce pertaining to Tourism Marketing and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried. Ordinance No. 2015-0004 was duly enacted.

**BILL NO. 4688**

**Ord. No. 2015-0005**

**Accepting the proposal of Allen, Gibbs & Houlik, L.C., for auditing services for the City of Branson.**

Final Reading of Bill No. 4688, an ordinance accepting the proposal of Allen, Gibbs & Houlik, L.C., for auditing services for the City of Branson and authorizing the Mayor to execute the contract was

read by title by City Clerk Westfall. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried. Ordinance No. 2015-0005 was duly enacted.

Mayor Presley opened the floor for a motion to approve all items on the Consent Agenda. Alderman Todd moved to approve, seconded by Alderman Davis. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried.

## **REGULAR AGENDA**

### **RESOLUTION NO.**

**2015-R001**

### **Approving the marketing budget of the Branson Lakes Area Chamber of Commerce from January 1, 2015 to December 31, 2015.**

A Resolution approving the marketing budget of the Branson Lakes Area Chamber of Commerce from January 1, 2015 to December 31, 2015 was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Presley asked for a motion adopting the resolution. Alderman Booth moved to adopt, seconded by Alderman Parnell. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. No discussion. Mayor Presley called for a vote on the Resolution. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried. Resolution No. 2015-R001 was adopted.

### **Discussion regarding road solicitation, distribution and panhandling.**

Mayor Presley stated the next item is discussion regarding road solicitation, distribution and panhandling and Administrator Malinen provided an introduction. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter.

Donna Glotz, 526 Parnell Drive, Branson, Missouri, introduced herself as a former school teacher, counselor and administrator who has experience working with homeless students and their families by referring them to the appropriate resources in the community. Ms. Glotz expressed her concern regarding panhandling in Branson and said she has witnessed what appears to be organized panhandling as she has seen a white van dropping off panhandlers at various intersections. She recalled seeing this happen near the Walmart store on Branson Hills Parkway and feels this is disturbing. She mentioned an incident in which a panhandler ran out in front of her daughter's car in order to collect money from another vehicle and expressed concern that the panhandler could have been hit by a vehicle. Ms. Glotz reported seeing a van at Walmart that had a homeless sign in the window and upon leaving Walmart, she notice the sign was no longer in the van and there was a man holding the sign on the street corner. She said she found this strange that he owned this van, yet claimed to be homeless and feels the panhandlers are taking advantage of our community. Ms. Glotz reported her nephew works at a corporate office in Springfield and has handed out over 450 business cards in the last 10 months to panhandlers who have said they need a job and he has only received one phone call so far. She said there was a reporter from a Springfield news station who panhandled undercover in Springfield and made approximately \$200-\$500 per day. She added, people working in our local stores and restaurants don't even make \$200 per day and is why panhandling is so profitable and aggressive. She is concerned because it's difficult for people to discern which people are truly in need and said the City of Springfield deals with the homeless camps by making them aware of the services available to them, yet the homeless still do not want to leave their camps. Ms. Glotz commented she doesn't want to see this happen in Branson since there are so many families and children that visit.

Jak Knudsen, River Drive, Branson, Missouri, stated he appreciates the opportunity to address the Board and expressed his concern for the increase of panhandling in Branson. He said he moved to Branson eight years ago and doesn't recall seeing anyone panhandling then and inquired why there has been an increase in panhandling in recent years. Mr. Knudsen stated the Bible teaches to give freely to those in need and to not judge and said he believes most people practice this and said he and his family would do anything to help others in the community. He mentioned recently visiting Las Vegas, Nevada,



and saw panhandlers and believes per capita, Las Vegas has less panhandlers than Branson. He added, their panhandlers look more convincing than the ones in Branson as they genuinely look needy. He gave an example of a panhandler in Branson whose sign reads "single dad" and he wears expensive coveralls and sunglasses. He inquired who is watching his children while he panhandles and expressed his anger and frustration since he has enough money to afford to wear coveralls and asked at what point he will make enough money to meet his needs so he doesn't have to panhandle anymore. Mr. Knudsen commented he's obviously making more money than he could working a job in Branson and also feels this is a safety issue. He commented his wife and other women he's talked to feel unsafe due to the panhandlers and commented it is also a tourism issue. As a local entertainer, he would like to know what his patrons think when they come to Branson year after year and see the panhandling problem worsening. He added, this is not attractive for our community and feels this is a growing problem that needs to be addressed humanely and compassionately. Discussion.

JT Tilley, 505 W. College, Branson, Missouri, thanked the Board for the opportunity to speak and mentioned he has also seen a van in town containing panhandlers. He expressed the importance of keeping in mind there are some things that we cannot control and mentioned he is a local entertainer who has personally been upset about the panhandling situation and decided to explore it further by posing as a panhandler himself. He stated he was angry with the panhandlers and felt embarrassed by them being in the community where he entertains and works. Mr. Tilley said he has traveled a lot and has seen many homeless people in other cities and feels they are more convincing and needier than the panhandlers in Branson. He added, he felt like the panhandlers in Branson were taking advantage of people and he wanted to prove it by panhandling himself and commented he is now embarrassed by this. He said when he panhandled, he encountered a man panhandling at the corner of Highway 65 and 76 who told him he couldn't panhandle beside him as this has been his territory for the past 4 years and recited a phony ordinance that said only one panhandler is allowed per intersection. The panhandler told him his wife was also panhandling at another location in Branson and suggested he go to the Bee Creek Road intersection where he could make about \$400 per day. Mr. Tilley stated this made him angry, so he posted some things on Facebook about this and the following day 400,000 people had "liked" his photo and about 50,000 people had shared his photo. He said he heard a news reporter had visited one of the local panhandler's hotel rooms and found the panhandler playing video games. Mr. Tilley commented he knows homeless people who truly need help and they are not just trying to avoid being kicked out of their hotel room. As people responded to his Facebook post, he said he realized it is very easy to misconstrue the issue at hand and can very easily become a personal issue. He added it's none of our business where those people stand, but the main point is that it's not safe. Mr. Tilley stated over the last six months people have sent him pictures and videos of panhandlers and actual homeless people. He mentioned receiving a video of two local panhandlers engaged in a fist fight at the intersection of Highway 65 and 76. He said there is no doubt they were battling over the turf and said the middle of an intersection is not a place for a fist fight. Mr. Tilley said we have an opportunity as a community to eradicate this safety issue that exists and believes panhandling might decrease in Branson if standing in an intersection is no longer allowed. Discussion.

Jim Lawson, 1012 Lee Avenue, Branson, Missouri, commented he agrees with the comments he's heard on panhandling and introduced himself as the Chairman of the Board of the Salvation Army and the Coordinator for Loaves and Fishes. He also said he works with members of Christian Action Ministries. He commented he is very much involved with helping people and has even explained to the local panhandlers how the Salvation Army can help them, but they are not interested. He said the panhandling in Branson appears to be a business and the tourists visiting Branson might get the impression that the local non-profits are not doing anything to help since there are people standing on the streets and he feels this is an insult to the non-profits that work many hours helping people. He thanked the Board for the opportunity to speak.

Lonnie Knopp, State highway T, Branson, Missouri, stated he did the calculations if a panhandler makes \$400 per day and panhandled each day for 45 years, it equates to roughly \$6.6 Million if they are allowed to panhandle for the next 45 years.

Sherry Moore, Branson, Missouri, stated she believes the panhandling in Branson is organized and feels this is terrifying. She calculated if a panhandler made \$400 per day, it would equate to \$4,000 in ten days totaling approximately \$40,000 to \$120,000 per year. She said if someone panhandled only 300 days per year they could take two months off and still make \$120,000 per year without paying taxes.

Ms. Moore said about ten years ago, if someone made \$150,000 per year and paid taxes, they would be in the top 2% of American income earners. She said if you figure someone is making \$120,000 per year without paying taxes they would also be in the top 2% of American income earners. Ms. Moore stated all of panhandler signs she's seen people holding say they are homeless, unemployed, need money and need food and commented if they are not truly homeless, and are deliberately deceiving the public, that's fraud. Ms. Moore mentioned in the past she had given money to a man because he was blind since it would be hard for him to work and said she understands there are people who need help, but feels these people are committing fraud and should be held accountable. She also recalled a time when she helped a lady by buying her clothes so she could find employment and the lady told her she realized she just needed to grow up and get a job. Ms. Moore commented many people in Branson need to realize this and understand they might have to relocate in order to find employment. She stated there are a lot of social service agencies in the area that are able to help and doesn't understand how some panhandlers can care for animals when they are in poverty. Discussion.

Ashley with Jesus was Homeless stated she is not here to discuss opinion, the obvious presence of panhandlers on the streets or whether they are good or bad people. She said she understands the Board has to make a decision and pass a law regarding panhandling and said Jesus was Homeless would like to be part of the solution. She mentioned they have a job training program called Jobs for Life and offered to help the City if possible. She stated her organization also welcomes community service opportunities and they currently work with probation and parole. She asked the Board to consider Jesus was Homeless to be part of the solution to help the community be a better place for everyone. Discussion.

Mayor Presley asked for comments from the Board. Discussion.

#### **Overview of 2014 City of Branson Initiatives**

An overview of 2014 City of Branson Initiatives was presented by City Administrator Malinen. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion.

**The meeting recessed at 8:45 p.m. and reconvened at 9:01 p.m.**

#### **BILL NO. 4689**

##### **Vacating a 20 foot sewer easement in the Branson Hills Development Phase 10.**

First Reading of Bill No. 4689, an ordinance vacating a 20 foot sewer easement in the Branson Hills Development Phase 10 was read by title by City Clerk Westfall and a staff report was presented by David Miller. Mayor Presley asked for a motion approving Bill No. 4689. Alderman Parnell moved to approve, seconded by Alderman Booth. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried.

#### **BILL NO. 4690**

##### **Approving an Intergovernmental Agreement with Branson/Lakes Area Tourism Community Enhancement District for Explore Branson domain name.**

First Reading of Bill No. 4690, an ordinance approving an Intergovernmental Agreement with Branson/Lakes Area Tourism Community Enhancement District for Explore Branson domain name and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Chad Forster. Mayor Presley asked for a motion approving Bill No. 4690. Alderman Simmons moved to approve, seconded by Alderman Todd. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments

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from the Board. No discussion. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried.

**BILL NO. 4691**

**Amending Section 450.070(B) of the Branson Municipal Code pertaining to application requirements for special events.**

First Reading of Bill No. 4691, an ordinance amending Section 450.070(B) of the Branson Municipal Code pertaining to application requirements for special events was read by title by City Clerk Westfall and a staff report was presented by Joel Hornickel. Mayor Presley asked for a motion approving Bill No. 4691. Alderman Davis moved to approve, seconded by Alderman Booth. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried.

**BILL NO. 4692**

**Amending Chapter 70 of the Branson Municipal Code pertaining to digital signs and off-premise advertising.**

First Reading of Bill No. 4692, an ordinance amending Chapter 70 of the Branson Municipal Code pertaining to digital signs and off-premise advertising was read by title by City Clerk Westfall and a staff report was presented by Joel Hornickel. Mayor Presley asked for a motion approving Bill No. 4692. Alderman Davis moved to approve, seconded by Alderman Simmons. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried.

**BILL NO. 4693**

**Approving a contract with Faith Community Health Center, Inc. pertaining to the provision of services to provide temporary emergency help for the needy.**

First Reading of Bill No. 4693, an ordinance approving a contract with Faith Community Health Center, Inc. pertaining to the provision of services to provide temporary emergency help for the needy and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a report was presented by Heather Burney with the Faith Community Health Center. Mayor Presley asked for a motion approving Bill No. 4693.

**Alderman Todd disclosed his conflict due to performing unpaid consulting work for this organization.**

Alderman Bohinc moved to approve, seconded by Alderman Davis. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Booth, Bohinc, Simmons, Parnell and Davis. Nays: none. Abstain: Todd. Motion carried.

**BILL NO. 4694**

**Accepting the proposal of Ozarks Area Community Action Corporation (OACAC) pertaining to the provision of services to provide temporary emergency help for the needy.**

First Reading of Bill No. 4694, an ordinance accepting the proposal of Ozarks Area Community Action Corporation (OACAC) pertaining to the provision of services to provide temporary emergency help for the needy and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a report was presented by Jennifer Mylenbusch with the Ozarks Area Community Action

Corporation. Mayor Presley asked for a motion approving Bill No. 4694. Alderman Todd moved to approve, seconded by Alderman Simmons. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried.

**BILL NO. 4695**

**Approving a contract with the Women's Crisis Center of Taney County, Inc. pertaining to the provision of services to provide temporary emergency help for the needy.**

First Reading of Bill No. 4695, an ordinance approving a contract with the Women's Crisis Center of Taney County, Inc. pertaining to the provision of services to provide temporary emergency help for the needy and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a report was presented by Becky Vermeire with the Women's Crisis Center of Taney County. Mayor Presley asked for a motion approving Bill No. 4695. Alderman Bohinc moved to approve, seconded by Alderman Parnell. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. No discussion. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried.

**BILL NO. 4696**

**Approving a contract with Christian Action Ministries (CAM) pertaining to the provision of services to provide temporary emergency help for the needy.**

First Reading of Bill No. 4696, an ordinance approving a contract with Christian Action Ministries (CAM) pertaining to the provision of services to provide temporary emergency help for the needy and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a report was presented by Pat Davis with Christian Action Ministries. Mayor Presley asked for a motion approving Bill No. 4696. Alderman Booth moved to approve, seconded by Alderman Davis. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried.

**BILL NO. 4697**

**Approving a contract with Salvation Army pertaining to the provision of services to provide temporary emergency housing for the needy.**

First Reading of Bill No. 4697, an ordinance approving a contract with Salvation Army pertaining to the provision of services to provide temporary emergency housing for the needy and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a report was presented by Lieutenant Shawn DeBaar with Salvation Army. Mayor Presley asked for a motion approving Bill No. 4697. Alderman Davis moved to approve, seconded by Alderman Simmons. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried.

**BILL NO. 4698**

**Approving a contract with Branson Arts Council pertaining to the provision of services for community arts and cultural activities.**

First Reading of Bill No. 4698, an ordinance approving a contract with Branson Arts Council pertaining to the provision of services for community arts and cultural activities and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a report was presented by Bonnie Herrmann with Branson Arts Council. Mayor Presley asked for a motion approving Bill No. 4698. Alderman Bohinc moved to approve, seconded by Alderman Parnell. Mayor Presley asked for anyone

in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried.

#### **BILL NO. 4699**

#### **Approving an Intergovernmental Agreement between the City of Branson and the Branson Housing Authority.**

First Reading of Bill No. 4699, an ordinance approving an Intergovernmental Agreement between the City of Branson and the Branson Housing Authority and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a report was presented by Barbara Edelman with the Branson Housing Authority. Mayor Presley asked for a motion approving Bill No. 4699. Alderman Todd moved to approve, seconded by Alderman Booth. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried.

### **MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS**

Alderman Bohinc mentioned attending a meeting with C.O.R.E. (Communities of Recovery Experience) and feels a lot of great improvements have been made. She commented she hasn't received complaints from others in the neighborhood and feels C.O.R.E. has worked hard to be a part of the community.

Alderman Parnell attended a Chamber of Commerce Board meeting in which proposed plans for a new building were reviewed. He mentioned attending a meeting with Mayor Presley sponsored by the Alliance for Childhood Education in which raising funds for childhood education in Missouri was discussed and he felt it was an interesting meeting. Alderman Parnell attended a presentation put on by Robert M. Stutman, former Chief of the DEA's (Drug Enforcement Administration) New York office, regarding prescription drug abuse. Alderman Parnell commented the presentation was informative and the statistics regarding how society is affected by prescription drug abuse were shocking and very eye opening for him. He mentioned attending a dinner honoring Cris Bohinc for her service as the Director of the Downtown Branson Betterment Association and he saluted her for a great job. Alderman Parnell said he will continue to keep the Board posted on any new developments with the ongoing immigration integration meetings.

Alderman Booth mentioned providing the Mayor, Board and City Administrator with a copy of the First Annual Taney County Partnership Report which identifies some of the organization's successes as well as what is coming in the future and said he is excited about it. He attended a dinner at the Branson Convention Center that the partnership hosted in which local state representatives attended. He thanked the City for use of convention center for this event. Alderman Booth congratulated Cris Bohinc on her work with the Downtown Branson Betterment Association and he believes this organization has grown significantly under her leadership.

Alderman Todd mentioned attending a Human Resource meeting last week and an update was provided on insurance issues, the Health and Wellness Incentive Program and the Non-Tobacco User Incentive Program. He reported there is 95% participation of employees in the Health and Wellness Incentive Program and the projected participation in the Non-Tobacco User Incentive Program for 2015 is: 205 employees indicated they are non-tobacco users, 5 indicated they would stop using tobacco January 1<sup>st</sup> and 5 chose not to participate in the program. He stated in 2012, there were 31 tobacco users and currently there are 9 tobacco users which should be reduced by 5 in 2015 and he commented the program is working. Alderman Todd reported there was also discussion regarding improving the flexibility of how employees can use their paid time off, succession planning and the risk management program. He mentioned he will be attending a risk management meeting Administrator Malinen and

Human Resources Director Fischer will be holding on Friday and complimented the Human Resources Department and Human Resources Director Jan Fischer for their work on these topics.

Administrator Malinen mentioned the Futsal Tournament at the Branson Convention Center was a success and reminded everyone there is legislation going to the state legislature again regarding sales tax exemption for amusements and other ticketed events. He mentioned the City had put forth effort at the last legislative session to express to the legislators the effect it would have on the City and stated the totality of those exemptions made on the last day of the session were upwards of \$2 Million. He commented this is money the City of Branson would lose in revenues and other agencies in the area would also be impacted. Administrator Malinen stated he believes the legislators will move forward with it and the City will bear a significant impact. He reported the City has been invited to make a presentation to the Hollister Rotary Club next month.

Mayor Presley reminded everyone there will be a Spirit of 76 presentation this Thursday, the City will be hosting Loaves and Fishes February 26<sup>th</sup> and the Chamber of Commerce Black Tie Gala is February 28<sup>th</sup>.

## **EXECUTIVE SESSION**

Mayor Presley asked for a motion to adjourn into a closed Executive Session. Alderman Davis moved to go into Closed Executive Session pursuant to 610.021.1 RSMo for litigation, seconded by Alderman Bohinc. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried.

## **ADJOURN**

Mayor Presley asked for a motion to adjourn. Alderman Booth moved to adjourn, seconded by Alderman Bohinc. Voting aye: Booth, Bohinc, Simmons, Parnell, Todd and Davis. Nays: none. Motion carried. Meeting adjourned at 10:04 p.m.

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Raeanne Presley  
Mayor

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Lisa Westfall  
City Clerk

# MINUTES

## SPECIAL STUDY SESSION OF THE BOARD OF ALDERMEN CITY OF BRANSON, MISSOURI

January 15, 2015

### INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri met for a special study session in the Municipal Courtroom of the Branson City Hall on January 15, 2015, at 1:30 p.m.

Mayor Presley presiding, Rick Todd, Rick Davis, Patrick Parnell, Cris Bohinc, Bob Simmons and Mike Booth.

Also present from the City were: City Administrator Bill Malinen, City Clerk Lisa Westfall, Public Works Director and City Engineer David Miller, Police Chief Kent Crutcher, IT Director Chad Forster, Planning and Development Director Joel Hornickel and Finance Director Jamie Rouch.

### AGENDA

Update on Highway 76 Complete Street Project.

### ADJOURN

Mayor Presley asked for a motion to adjourn. Alderman Davis moved to adjourn, seconded by Alderman Parnell. Voting aye: Todd, Davis, Parnell, Bohinc, Simmons and Booth. Motion carried. Meeting adjourned at 3:12 p.m.

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Raeanne Presley  
Mayor

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Lisa Westfall  
City Clerk

Park Board Minutes  
November 18, 2014

Members Present: Candy Sullinger, Larry Wilson, Julie Wolfe, Mica Farley, Wes Stoner, and Jamie Whiteis

Members Absent: Bob Simmons and Gabe Miller

Staff Present: Cindy Shook and Jason Reinsch

Roll was called by Candy Sullinger, and there were not enough members for a quorum. Therefore, the following items were discussed with no action taken.

Business:

1. The first item on the agenda was the financial update. Jason quickly reviewed the high points of the financial update with the board, making note that the campground has continued to perform well. He noted that revenues were up significantly, while expenditures had only seen a minimal increase. He also mentioned October had been a very good month for the campground, and the department was excited to see those numbers as well. Jason also explained that basketball registration was coming to an end, and we would be able to see those Revenues on the next two financial reports. Wes asked if it was possible to remove the dog park donation from the financials for an easier year to year comparison, and Cindy explained that it would come off of the financials for 2015. Cindy also mentioned that we are keeping a running total of the amount of the donation spent, and that we had just bought new agility equipment for the park. Candy Sullinger mentioned that she had a friend in Blue Valley Parks and Recreation and they had attached a Go-Pro camera to a dog in their park and used it for marketing. Julie Wolfe mentioned that she noticed cigarette tax was up. Wes Stoner asked why the expenses for Adult Soccer was up, and Cindy explained that for the first time we were allocating part of Brandon's salary to the administration of the league.
2. The second item on the agenda was a discussion of the Parks and Recreation Wish List. Micah Farley started that while a splash pad was already on the list, she would like to re-iterate how much she would like to see this addition. Julie Wolfe agreed that she would also like to see this addition. Candy Sullinger mentioned that she would like to see racquetball courts and an indoor pool added to the RecPlex, adding that racquetball courts could generate revenue. Cindy mentioned that to complete an indoor pool project, we may need a partner such as the school district. Candy Sullinger stated that racquetball courts could potentially be revenue generating. Wes said he would like to see improved soccer goals and nets, and possibly even wheels on the goals to make them easier to move. Micah Farley mentioned that she would also like to add a community garden to the list. Cindy mentioned that she believed that there was currently one in a local neighborhood, which Larry Wilson identified as Hiawatha Heights.
3. The third item on the agenda was the park maintenance project list. Jason discussed the start of a new revolving project list that had been developed by himself and Jim Cartight, the new maintenance supervisor. He explained that the goal of the list was to give the maintenance staff a running list of the things that needed to be completed in the parks and the RecPlex. The first page of the list showed items that had been completed, while the second page had items that the department had added for future completing. Each item was color coded according to the priority level. Jason also stated that the maintenance department was also now using a work order system to better track project costs and for accountability and productivity. He also said that the skate lite at Stockstill Park had been replaced last week.



4. The fourth item on the agenda was an update on the dog park. Cindy covered several items in this area. She started with discussing membership, and acknowledging that she felt like we were off to a good start with over 200 current members. She also discussed the 5 new pieces of agility equipment, which included a platform, tunnel, weave poles, and two jumping structures. Cindy also discussed the list of pet friendly hotels, and how we are getting our flyers to them, as well as local vets. A copy of the new flyer was distributed for review of the board. Wes Stoner mentioned that a bulldog with special needs convention was coming to town, and might be a marketing opportunity for the park. Julie Wolfe said that she liked to see the positive comments from facebook regarding the dog park and those who use it. Cindy continued by saying that we will also be hosting a Bark for Life event as well as a dog adoption event in the park this spring. Candy Sullinger asked if Mr. Marrs was aware of the usage of the park, and Cindy said that she had been keeping him updated on the park.

At this time, 5:45 pm, Jaime Whiteis joined the board, making it possible for a quorum. Candy Sullinger again called roll, and the meeting was officially called to order.

Julie Wolfe made a motion to approve the minutes from the October 21<sup>st</sup> meeting. Micah Farley seconded the motion. All were in favor.

5. The board continued to move forward to the fifth item on the agenda, which was 2015 revenue contracts. The first contract renewal was the John Morris Equipment Company contract for laundry equipment at the campground. Cindy said that the contract has not changed at all from last year, and that the department receives a 56% rebate on the coin operated machines. She also mentioned that our campground managers have been very pleased with this service. Cindy recommended approval of this renewal. Jaime Whiteis motioned to approve the renewal, and Wes Stoner seconded the motion. All were in favor.

The second renewal was for the city wide Coca-Cola contract. Cindy noted that the city only had a handful of machines left, as many had been removed because of vandalism or lack of use. Again, this contract had not changed from the previous year, and the city would receive a 47% rebate for all bottle sales. Cindy noted that this is different than the RecPlex contract. Jason briefly explained the RecPlex contract that will expire in March and noted that he and Alicia Keeter have been working on completing the bid process for that contract. Cindy stated that contract would come to the board in January. Cindy then recommended approval of the city wide Coke contract renewal. Wes Stoner made a motion to approve the renewal of the contract, and Julie Wolfe seconded that notion. All were in favor. The final renewal contract was for Kinney Amusement. Cindy informed the board that this was a contract for a vending machine, and many of the vending machines are no longer in service throughout the city and have been removed. Cindy recommended approval of this renewal, as it was a service that was offered in some city locations. Jaime Whiteis asked if these were snack machines and Cindy answered that they were. Larry Wilson made a motion to approve the renewal, and Jaime Whiteis seconded the motion. Wes Stoner then asked if there were sponsorship or naming opportunities available in the RecPlex Vending Operations contract. Cindy answered by saying that we had met with our current Coke representative to discuss our options. He had given us some sponsorship options, but it would be at the expense of the price we paid per case. Cindy noted that when the contract was first bid ten years ago, the department was more interested in operating revenue to support on-going operations as opposed to scoreboards or other things, and we still felt this was our best option when we created the RFB for the new 5 year contract.

6. The next item on the agenda was a discussion on the changes to the youth basketball program. Cindy quickly reviewed the recent coaches meeting, noting that there has been a change in the focus of the meetings. In the past meetings were used primarily to select teams, but our current Recreation Specialist, Brandon Stortz, was able to streamline the process, and actually get this step done ahead of time. This allows for us to now use the meeting to educate the coaches on things like sportsmanship and skill development. Jason commented that we had also changed the registration process to allow for team entries to play in the recreational division for the first time. He stated that this would allow for teams to pick a division that best fit their skill level. Jason stated that team entries were asked to fill out a short survey regarding their qualifications, and the department would only be creating the first half of the schedule so teams could be moved up or down as necessary.

7. The next item on the agenda was a Parks and Recreation Update. Julie Wolfe asked who the emcee for the BOOnanza was, and Wes Stoner answered that his name was Shannon Thomason. Cindy said that we knew him through his children participating on the swim team, and that he also announced our swim tournament. Julie Wolfe also mentioned that the BOOnanza costume contest had really grown since last year.

#### Member's Reports

1. Wes Stoner said that he recently had contact with Chuck Lasky regarding pickle ball and the usage of the RecPlex. Cindy explained that she had spoken with Chuck on multiple occasions, and we were happy to be used as a supplemental location to the Sports Club, but unfortunately, they had scheduled their tournament during our youth volleyball season. She also mentioned that they were installing new flooring at the Convention Center and that it might be a good location for this event. Cindy also noted that the department had approved for them to stripe the basketball court at Eiserman to use for pickle ball. Wes Stoner also mentioned that there was going to be a Futsal tournament coming to the Convention Center in January. Cindy said that we were aware of that and had spoken with Manuel about them possibly borrowing our goals. Cindy mentioned that she was very happy because this would attract people to town during January.

2. Julie Wolfe asked who was provided the physical education for the Homeschool program. Cindy replied that it was currently being done by Bunny Gilchrist and Holly Mullens, but when the new session began after the start of the year, we would likely only be using Holly. Cindy followed up by mentioning that the numbers in the program were very inconsistent and we were looking at ways to make it more sustainable.

Jaime Whiteis made a motion to adjourn. Wes Stoner seconded the motion.

Meeting adjourned 6:40pm

**BILL NO. 4689**

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL VACATING A 20 FOOT SEWER EASEMENT IN THE  
BRANSON HILLS DEVELOPMENT PHASE 10.

**FIRST READING:** JANUARY 13, 2015

**FINAL READING:** JANUARY 27, 2015

**INITIATED BY:** ENGINEERING DEPARTMENT 

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

G – We will have an open government that is responsive, accountable, and inclusive. Branson will maintain open, transparent communication and will encourage informed participation in local government.

G1 – Ensure that the City maintains its commitment to open, inclusive government, by seeking stakeholder input, and addressing concerns and inquiries in an expedient manner.

**STAFF REPORT:**

As part of the platting of The Greens at Branson Hills II, an existing 20 foot sewer easement needs to be vacated. A new sewer easement has been granted to the city on the proper alignment for the sewer that was constructed. The original easement is therefore unnecessary and can be vacated.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** N/A 

**ATTACHED INFORMATION:** Map

BILL NO. 4689

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE VACATING A 20 FOOT SEWER EASEMENT IN THE BRANSON HILLS DEVELOPMENT PHASE 10.**

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**WHEREAS**, a sewer easement was dedicated in conjunction with the development of Branson Hills Subdivision; and

**WHEREAS**, said sewer easement now lies over and across part of The Greens at Branson Hills II Subdivision; and

**WHEREAS**, the Board of Aldermen finds that vacation of the sewer easement is reasonable and necessary.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby vacates the 20 foot sewer easement platted in conjunction with the Amended Plat of Lot 2A Branson Hills Development Phase 10 as described on the attached "Exhibit 1".

Section 2: The Board of Aldermen hereby directs that this ordinance be filed for record in the Office of the Recorder of Deeds of Taney County, Missouri.

Section 3: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_ day of \_\_\_\_\_, 2015.

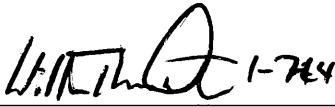
Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
William T. Duston  
City Attorney

20' SEWER EASEMENT ON THE RELOCATED SEWER LINE

A 20.00 FOOT SEWER EASEMENT 10.00 FEET BOTH SIDES OF A CENTERLINE DESCRIBED AS FOLLOWS. BEING A PART OF THE AMENDED PLAT OF LOT 2A, OF BRANSON HILLS DEVELOPMENT PHASE 10, AS RECORDED AT SLIDE K PAGE 137, BRANSON, TANEY COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 2A; THENCE SOUTH 72 DEGREES 52 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 223.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE NORTH 62 DEGREES 10 MINUTES 54 SECONDS EAST ALONG SAID CENTERLINE 10.49 FEET TO AN SEWER EXISTING MANHOLE; THENCE NORTH 30 DEGREES 56 MINUTES 02 SECONDS WEST ALONG SAID CENTERLINE 92.46 FEET TO AN EXISTING SEWER MANHOLE; THENCE NORTH 01 DEGREE 32 MINUTES 50 SECONDS EAST ALONG SAID CENTERLINE 70.71 FEET TO AN EXISTING SEWER MANHOLE; THENCE NORTH 23 DEGREES 29 MINUTES 06 SECONDS EAST ALONG SAID CENTERLINE 192.38 FEET TO AN EXISTING SEWER MANHOLE; THENCE NORTH 15 DEGREES 47 MINUTES 44 SECONDS EAST ALONG SAID CENTERLINE 306.23 FEET TO AN EXISTING SEWER MANHOLE; THENCE NORTH 10 DEGREES 07 MINUTES 27 SECONDS EAST 327.00 FEET TO AN EXISTING SEWER MANHOLE; THENCE NORTH 50 DEGREES 57 MINUTES 30 SECONDS WEST ALONG SAID CENTERLINE 93.17 FEET TO AN EXISTING MANHOLE; THENCE NORTH 05 DEGREES 11 MINUTES 46 SECONDS EAST ALONG SAID CENTERLINE 68.07 FEET TO THE NORTH LINE OF SAID LOT 2A BEING THE POINT OF TERMINUS. SIDE LINES OF SAID EASEMENT TO EXTENDED AND SHORTEN TO THE APPROPRIATE LINES.

A 20.00 FOOT SEWER EASEMENT 10.00 FEET BOTH SIDES OF A CENTERLINE DESCRIBED AS FOLLOWS. BEING A PART OF THE AMENDED PLAT OF LOT 2A, OF BRANSON HILLS DEVELOPMENT PHASE 10, AS RECORDED AT SLIDE K PAGE 137, BRANSON, TANEY COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 2A; THENCE SOUTH 72 DEGREES 52 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 223.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 61 DEGREES 53 MINUTES 23 SECONDS WEST ALONG SAID CENTERLINE 89.95 FEET TO AND EXISTING SEWER MANHOLE TO THE POINT OF TERMINUS. SIDE LINES OF SAID EASEMENT TO EXTENDED AND SHORTEN TO THE APPROPRIATE LINES.



G.I.S. DIVISION, ENGINEERING DEPT  
CITY OF BRANSON





**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BRANSON/LAKES AREA TOURISM COMMUNITY ENHANCEMENT DISTRICT FOR EXPLORE BRANSON DOMAIN NAME AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** JANUARY 13, 2015

**FINAL READING:** JANUARY 27, 2015

**INITIATED BY:** IT DEPARTMENT *CF*

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

E4 – Form and maintain partnerships with agencies that perform essential public functions to ensure the Citizens of Branson are receiving the best possible service.

**STAFF REPORT:**

In September of 2009, the City of Branson and the Branson/Lakes Area Tourism Community Enhancement District entered into a 5-year agreement to license the use of the domains explorebranson.com, explorebranson.net, and explorebranson.org for the use of marketing tourism. The original 2009 agreement expired on December 31, 2014.

The new agreement utilizes the same terms as the 2009 contract, which requires the Branson/Lakes Area Tourism Enhancement District to pay the City of Branson a license fee of \$1 per year. The agreement is for five years and requires the licensee to pay all domain registrations and renewal fees and any other costs or expenses associated with the use of the domains during the contract. The contract allows both parties to terminate the agreement with 30 days notice.

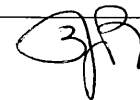
**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** 101-0000-480.50-00



**ATTACHED INFORMATION:**

BILL NO. 4690

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BRANSON/LAKES AREA TOURISM COMMUNITY ENHANCEMENT DISTRICT FOR EXPLORE BRANSON DOMAIN NAME AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, In September of 2009, the City of Branson and the Branson/Lakes Area Tourism Community Enhancement District entered into a five year agreement to license the use of the domains explorebranson.com, explorebranson.net, and explorebranson.org for the use of marketing tourism; and

**WHEREAS**, the contract expires December 31, 2014 and a new contract is needed; and

**WHEREAS**, the Board of Aldermen desires to execute a five year Intergovernmental Agreement with the Branson/Lakes Area Tourism Community Enhancement District for Explore Branson domain name.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves an Intergovernmental Agreement with Branson/Lakes Area Tourism Community Enhancement District for Explore Branson domain name in the amount of \$1.00 per year and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.


Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
William T. Duston  
City Attorney



EXPLOREBRANSON DOMAIN NAME LICENSE AGREEMENT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "Licensor") and Branson/Lakes Area Tourism Community Enhancement District ("Licensee").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Licensee to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Licensee made certain representations and statements to the Licensor with respect to the provision of such services and the Licensor has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the Licensor and the Licensee as follows:

1. **Scope Of Work.** The Licensor agrees to engage the work of the Licensee and the Licensee agrees to provide the services hereinafter set forth in **Exhibit A**.

2. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

3. **Payment for Labor and Materials.** The Licensee agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Licensee. Such personnel shall not be employees of or have any contractual relationship with the Licensor except as employees, subcontractors or agents of the Licensee. All of the work required hereunder will be performed by the Licensee or under Licensee's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work.

4. **Term.** The work of the Licensee shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2019**.

5. **Payment.**

A. Conditioned upon acceptable performance. The Licensee agrees to pay the Licensor in accordance with the terms set forth in **Exhibit A**.

6. **Termination of Contract.**

A. Termination for breach. Failure of the Licensee to fulfill Licensee's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the Licensor shall thereupon have the right to immediately terminate the contract. The Licensor shall give written notice of termination to the Licensee by one of three different means: Facsimile Transmission ("FAX") if Licensee has a FAX number; U.S. Postal Service Mails; or by

Branson/Lakes Area Tourism Community Enhancement District

hand delivering a copy of the same to the Licensee; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Licensee or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Licensee under this contract shall at the option of the Licensor become its property, and the Licensee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Licensee shall not be relieved of liability to the Licensor for damages sustained by the Licensor by virtue of any such breach of the contract by the Licensee.

B. **Right to terminate in the absence of breach.** Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

7. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the Licensor or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Licensee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Licensee further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment.** The Licensee shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the Licensor thereto. Provided, however, that claims for money due or to become due to the Licensee from the Licensor under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the Licensor. Any such assignment is expressly subject to all rights and remedies of the Licensor under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the Licensor to give any notice to any such assignee of any actions which the Licensor may take under this agreement, though Licensor will attempt to so notify any such assignee.

9. **Performance.** It is understood by the parties that time is of the essence in this contract.

10. **Discrimination.** The Licensee agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Licensee or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Licensee will be an independent Licensee and not the Licensors' employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Licensee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Licensee's activities and responsibilities hereunder. The licensee agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Licensee and the Licensors, and the Licensors will not be liable for any obligation incurred by the Licensee.

12. **City Benefits.** The Licensee shall not be entitled to any of the benefits established for the employees of the Licensors nor be covered by the Worker's Compensation Program of the Licensors.

13. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the Licensors be liable to the Licensee for special, indirect, or consequential damages, except those caused by the Licensors' gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the Licensors shall be limited to the amount of money to be paid by the Licensors under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Licensee shall defend, indemnify, and hold the Licensors harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Licensee arising out of or in any way connected with this contract. Licensee further agrees to defend, indemnify and hold the Licensors harmless from and against any claims, losses and liabilities (including without limitation the tangible, intangible and intellectual property and including the loss of use), whatever the cause may be, arising out of the award of this contract to the Licensee and/or Licensee's use of the Domains.

C. The Licensee shall indemnify and hold the Licensors harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

14. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to Licensors and Licensee at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

16. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

17. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

19. **Compliance with Laws.** Licensee agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Licensee affirmatively states that payment of all local, state and federal taxes and assessments owed by Licensee is current.

20. **Safety.** Contractor and subcontractors performing service for the Licensor are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

21. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste 205  
Branson, MO 65616  
417-337-8522  
fax: 417-335-4354 – Attn: Contract Management

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**LICENSEE:**

*Ann McDowell*

By: *Karen K. Hall*

*Ann McDowell* (Signature)

Name: *KAREN K. HALL*

(Printed Name)

**CITY OF BRANSON, MISSOURI**

*Raeanne Presley*  
Mayor

Company Name: \_\_\_\_\_

**ATTEST:**

Address: \_\_\_\_\_

*Lisa K. Westfall*  
City Clerk

Phone: \_\_\_\_\_

**APPROVED AS TO FORM:**

Fax: \_\_\_\_\_

*William T. Duston* 11.24.11

Tax ID: \_\_\_\_\_

William T. Duston  
City Attorney

## SCOPE OF WORK

Licensor is the owner of the Internet domain names ExploreBranson.com, ExploreBranson.net and ExploreBranson.org, hereinafter called "the Domains", and the web pages currently being accessed through the Domains.

Licensee shall pay Licensor One Dollar (\$1.00) per year for and in consideration for the use of the Domains and associated web pages.

Therefore, for good and valuable consideration, including the promises and mutual covenants set forth in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **License** Licensor hereby grants to Licensee an exclusive worldwide license to use the Domains in connection with the performance of its statutory marketing duties in any lawful manner it deems appropriate subject only to the terms and conditions contained herein. This Agreement and the license granted hereunder shall commence on the execution date of the contract and shall continue until terminated in accordance with the provisions of this Agreement.
2. **Web Pages** Licensor hereby grants the Licensee a revocable, exclusive, worldwide license to use the web pages currently associated with the Domains. The web pages will be preserved and stored on electronic media in their form as of the execution date of the contract and shall constitute the property owned by the Licensor. The Licensee shall have the right to change, modify or update the web pages in any manner at its expense and will be the owner of any such changes, modifications or updates to the original web pages. Any such modified system shall then become the exclusive property of the Licensee and the Licensor shall not have any claim, right, title or interest in the modified system.
3. **Conditions of Use**
  - a) Licensee hereby acknowledges Licensor's right, title and interest in and to the Domains and Licensor's exclusive right to license the use of the Domains. Licensee agrees not to claim any title to the Domains or any right to use the Domains except as permitted by this Agreement, and shall not contest or deny the validity or enforceability of Licensor's rights in the Domains except as permitted or authorized herein.
  - b) Licensee shall comply at all times at its sole expense with all applicable laws and regulations pertaining to the use of the Domains.
  - c) The parties acknowledge that the Licensee shall be responsible for all maintenance, upkeep, license fees, domain renewal fees and any other costs or

expenses associated with the use of the Domains during the period of this Agreement.

- d) The Licensor shall remain as the “Owner” of the Domains on the documents pertaining to the registration of the Domains.
- e) The Licensor shall cause the Licensee to be named as the “Administrative, Technical and Billing” contact on the registration documents pertaining to the Domain Names. It is the intent of both the Licensor and Licensee that the Licensee shall have full and total control of the Domains and all associated web pages during the period covered by this Agreement. The Licensor agrees that the Licensee shall have the right to move the Domains and web pages to any internet service provider that it the Licensee deems suitable.
- f) Both Licensor and Licensee acknowledge that it is the intent of the Licensee to use the Domains and web pages of the Licensor covered under this Agreement to develop its own web site to help meet its statutory duties to market tourism in the District. Licensor acknowledges that such marketing will be done, among other ways, through the redirection of the Domains traffic to the new web sites of the Licensee and may result in a substantial reduction in the value of the Domains and web pages of Licensor covered under this Agreement.

4. **Warranty Disclaimer and Indemnification**

- (a) LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE FOR OR IN RESPECT OF ANY CLAIM BY ANY THIRD PARTY THAT LICENSEE’S USE OF THE DOMAINS PURSUANT TO THIS AGREEMENT INFRINGES UPON OR OTHERWISE VIOLATES ANY PROPRIETARY OR OTHER RIGHTS OF SUCH THIRD PARTY.

5. **Effects of and Procedure on Termination**

**Termination** Upon the termination of this Agreement in accordance with the conditions and provisions contained herein, all rights of Licensee granted hereunder shall terminate and automatically revert to Licensor and Licensee shall immediately discontinue the use of the Domains and thereafter shall no longer use or have the right to use the Domains. The Licensee shall then return to Licensor the web pages as stored on the electronic media as provided for in Section 2 herein.

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL AMENDING SECTION 450.070(B) OF THE BRANSON MUNICIPAL CODE PERTAINING TO APPLICATION REQUIREMENTS FOR SPECIAL EVENTS.

**FIRST READING:** JANUARY 13, 2015

**FINAL READING:** JANUARY 27, 2015

**INITIATED BY:** PLANNING & DEVELOPMENT 

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMMUNITY PLAN 2030:**

Strategic Plan C24: Revise or update development and building codes to support the strategy and Community Plan 2030.

**STAFF REPORT:**

This bill approves a Municipal Code Amendment to Section 450.070(B) pertaining to application requirements for special events. The proposed amendment has been initiated by the City to further protect the City's wastewater collection and treatment systems by requiring the proper disposal of fats, oils and grease when associated with special events. The recommended code amendment language is based on language within the City's Fats, Oils and Grease Management Program as adopted (Ordinance No. 2005-016) and amended (Ordinance No. 2010-129).

This item was heard before the Planning and Zoning Commission on December 2, 2014, and they have recommended approval through Resolution No. 14-01200009 (14-12.9).

**PLANNING & ZONING COMMISSION RECOMMENDATION:**

By a vote of 9-0, the Planning and Zoning Commission recommends approval of the bill.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:**

N/A 

**ATTACHED INFORMATION:** 1) Planning & Zoning Commission Draft Minutes – December 2, 2014 (Item 4 -14-12.9)

**PLANNING AND ZONING COMMISSION  
REGULAR MEETING – DRAFT MINUTES**

**December 2, 2014**

<b>PUBLIC HEARINGS</b>
------------------------

**4. Request for a Municipal Code Amendment to Section 450.070(B) Pertaining to Application Requirements for Special Events.**

**Project No. 14-12.9 (14-01200009)**

**Applicant:** City of Branson, Planning and Development Department

Mr. Hornickel presented the staff report as filed with the Planning Department.

Chairperson Harris asked if there were any city staff assigned to collect the grease around town.

Mr. Hornickel stated there was not.

Chairperson Harris asked if there was a private entity in the area to collect grease around town.

Mr. Powell approached and stated there were certain fats, oils and grease which were considered valuable because they could be recycled, such as bulk oil from fryers. He stated grease collected from cleaning dishes was not recyclable, and a variety of waste haulers could haul it to a facility in Springfield for proper disposal. He stated most businesses hire a company to pump their grease trap and then haul what is collected to Springfield.

Chairperson Harris asked if there was a certain amount of grease and oil within the sanitary sewer system which causes detrimental effects to the treatment plants.

Mr. Powell stated most amounts would not be able to overload the system as it had ways to remove certain amounts of fats, oils and greases. He stated the lines leading to the treatment plants provided the larger challenge as the fats, oils and greases, if not properly pulled out, could eventually block lines and caused backups.

Commission Burney asked if amounts of fats, oils and greases were more noticeable during downtown events such as Plumb Nellie days.

Mr. Powell stated they were not.

Chairperson Harris asked if any of the commissioners had any other questions or comments; there was no response. He then asked if there was anyone present who wished to speak in regards of the item; there was no response.

Commissioner R. Davis asked if staff could include additional information within the event application regarding proper disposal and local companies who could assist with disposal.

Mr. Hornickel stated the request was a good one and would be easy to add.

Commissioner L. Davis asked who would bear the burden of enforcement.



Mr. Hornickel stated the applicant would be responsible for compliance of the code and their application.

Commissioner R. Davis asked if any future issue during a specific event could be reported so as to potentially prevent them from having another opportunity for an approved event.

Mr. Hornickel stated the staff currently conducts post event reviews to discuss components of each event to identify successes and areas to improve. He stated proper grease disposal can be added to the staff's review.

Commissioner R. Davis asked if the City or the County inspected grease traps within businesses.

Mr. Powell stated both agencies conduct inspections. He stated the Taney County Health Department was relied on more during their annual inspections and spot inspections at restaurants. He stated they primarily check each business's pumping and disposal records as required by the City's Fats, Oils and Grease Management Program. He stated those businesses which are not able to provide the required proof, they are then required to have it pumped within a certain amount of time and notify the City's Utilities Department when complete for a follow up inspection.

Commissioner R. Davis asked if the City monitors the quality of our influent product as part of the program.

Mr. Powell stated the bigger indicator is in the sewer collection system, including the manholes and sewer lines. He stated if staff finds certain amounts of fats, oils and greases built up in a particular manhole, they then follow the system line to track down which restaurant, or group of restaurants, may be allowing them into the system.

Chairperson Harris asked if any of the commissioners had any other questions or comments; there was no response. He entertained a motion.

**MOTION:**

Motion by Commissioner Loyd and seconded by Vice-Chairperson Romine to approve Resolution 14-12.9.

AYES:	Commissioners Best, Burney, L. Davis, R. Davis, Loyd, McDowell, Woolery, Vice-Chairperson Romine and Chairperson Harris
NOES:	None
ABSTAIN:	None
ABSENT:	Commissioner Huddleston

Motion to approve Resolution 14-12.9 carried with a 9-0 vote.

**AN ORDINANCE AMENDING SECTION 450.070(B) OF THE BRANSON MUNICIPAL CODE PERTAINING TO APPLICATION REQUIREMENTS FOR SPECIAL EVENTS.**

---

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, THE FOLLOWING:**

- Section 1: It is the intention of the Board of Aldermen, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Branson Municipal Code, and the sections of this ordinance may be renumbered to accomplish such intention.
- Section 2: That Section 450.070(B) of the Branson Municipal Code is hereby amended to read as follows:

**Chapter 450. SPECIAL EVENTS**

**Section 450.070. – Application for permit.**

B. The application for an event permit shall include:

**12. A plan or description for the compliance with the City's Fats, Oils and Grease Management Program, including the location where the fats, oils and grease will be disposed of per city code.**

[12] **13.** A plan or description for the use or allowance of animals during or as a part of the special event.

[13] **14.** A plan for the disposal of sanitary waste and sewage for the special event, including toilet facilities, and the disposal of garbage, trash, and refuse.

[14] **15.** Compliance with the Branson Municipal Code relating to merchant's licenses for the special event.

[15] **16.** For events to be located upon or require the closing or blocking of any street, alley, or road, or the use of any city-owned property or right-of-way areas, submission of an insurance policy. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in RSM0 (Supp. 1995) 537.600 through 537.650. The policy shall not be canceled without 30 days' written notice to the city. The city shall be the named additional insured and the special event sponsor shall execute a hold harmless agreement indemnifying the city.

[16] **17.** Any additional information which the director of planning and development shall find reasonably necessary to a fair determination as to whether a permit should be issued.

NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE WHICH IS ~~[BRACKETED, STRICKEN]~~ HAS BEEN REMOVED.

Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

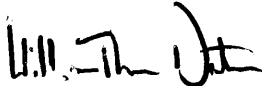
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

 1-7-13  
\_\_\_\_\_  
William Duston  
City Attorney

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL AMENDING CHAPTER 70 OF THE BRANSON MUNICIPAL CODE  
PERTAINING TO DIGITAL SIGNS AND OFF-PREMISE ADVERTISING.

**FIRST READING:** JANUARY 13, 2015

**FINAL READING:** JANUARY 27, 2015

**INITIATED BY:** PLANNING & DEVELOPMENT



**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMMUNITY PLAN 2030:**

Strategic Plan C24: Revise or update development and building codes to support the strategy and Community Plan 2030.

**STAFF REPORT:**

This bill approves a Municipal Code Amendment to Chapter 70 pertaining to digital signs and off-premise advertising. The proposed amendment has been initiated by the City to further clarify those standards and requirements associated with the changing technologies of signage. Specifically, the City has received an increasing amount of inquiries from sign companies regarding digital technology for both on-premise and off-premise signs.

Per Section 70-19(a) of the Branson Municipal Code, the City shall not issue any new permits for the construction of off-premise signs, except as otherwise provided. The only exception provided in code is within Sign Overlay Zone 3, which consists of properties zoned C commercial and having frontage along State Highway 65. However, current codes do not list any requirements or regulations for digital signage. As a result, staff is proposing the following five code amendments to address both areas and strengthen current language to better reflect how staff had been interpreting current codes and thus enforcing them for digital signage requests:

- Addition of definition for digital sign (*Sec. 70-2*)
- Addition of clarifying statement for maintenance, "Maintenance shall not include the conversion of an existing sign to a digital sign." (*Sec 70-6(8), 70-17(c), 70-19(b)*)
- Addition of language to continue allowing digital signs, but discontinue off-premise advertising on freestanding and monument signs within properties zoned C commercial district (*Sec 70-10(2), 70-10(3)*)
- Addition of regulations for digital off-premise signs (*Sec 70-13(c)(5)*) (adapted from Missouri Department of Transportation's recently adopted outdoor advertising regulations (*7 CSR 10-6*))
- Addition of language for the continuation of digital signage used as temporary signage to be prohibited (*Sec 70-15*)

In conjunction with these proposed code amendments, staff conducted research to identify how Branson compared with Deltona, Florida, Ocean City, Maryland, South Padre Island, Texas, Gatlinburg, Tennessee, Myrtle Beach, South Carolina, and Wisconsin Dells, Wisconsin. In summary, all of the listed cities currently have complete prohibition of off-premise advertising, including digital, except for Myrtle Beach, which only allows an existing sign to be converted to a digital sign through an exchange program. The most extreme example identified was South Padre Island which required all off-premise signs to be removed by June 1, 2005. Additionally, all of the listed cities allow digital on-premise signs so long as they meet certain criteria, including the amount of the sign which can be digital (varies from 20 percent to 100 percent).

While staff recommends the expedited incorporation of the proposed digital regulations for off-premise signage, they also advise and recognize more time will need to be spent on the digital standards for on-premise signage in a future item and as part of a much larger community discussion regarding the sign code.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:**

N/A



**ATTACHED INFORMATION:**

1) NA

**AN ORDINANCE AMENDING CHAPTER 70 OF THE BRANSON MUNICIPAL CODE PERTAINING TO DIGITAL SIGNS AND OFF-PREMISE ADVERTISING.**

---

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, THE FOLLOWING:**

Section 1: It is the intention of the Board of Aldermen, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Branson Municipal Code, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 2: That Chapter 70 – *Signs* of the Branson Municipal Code is hereby amended to read as follows:

**Chapter 70 - SIGNS**

**Sec. 70-2. - Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Sign, digital, means an electronic sign or sign display that utilizes video content, whether static or motion, to advertise products, services and businesses, and is digitally programmed and controlled, either directly or indirectly, by the use of a computer or software. The term “digital sign” includes, but is not limited to, light-emitting diodes, liquid crystal displays and plasma screen displays.**

**Sec. 70-6. - Permits; inspection; removal; safety.**

The following regulations shall govern the construction, installation, repair, maintenance, inspection, and removal procedure:

(8) *Maintenance of signs.* All signs and components thereof shall be maintained in good repair and in a safe, neat, clean and attractive condition, and shall be refurbished often enough to be clearly legible. Signs, which fail to comply with this regulation, shall be subject to removal at owner or lessee's cost. **Maintenance shall not include the conversion of an existing sign to a digital sign. Any such conversions shall be subject to the permitting and fee requirements set forth in this chapter.**

**Sec. 70-10. - Commercial districts.**

In commercial districts, total signage allowed per premises shall not exceed ten square feet per lineal foot of building frontage. Accessory structures not housing primary business activities shall not be used in the calculation of maximum signage. Within the maximum signage allowed, the following regulations shall apply to all premises which are not subject to a signage plan, approved pursuant to section 70-18:

(2) *Freestanding signs.* One freestanding sign, not to exceed 150 total square feet in area per premises, shall be allowed. When another business with 2,000 square feet or more of GFA (gross floor area) exists on the same premises as the main business, one additional freestanding sign, not to exceed 150 total square feet in area, shall be allowed for each additional business, so long as not in violation of the sign separation regulations of this chapter. When there exist, on the same premises as the main business, two or more businesses, each having less than 2,000 square feet of GFA, and with a combined gross floor area of 2,000 square feet or more, one additional sign shall likewise be allowed. In the case of combined businesses, the additional sign shall be shared by the combined businesses, with a maximum total signage area of 150 square feet.

**e. Illumination. Freestanding signs may have internal and direct external illumination, including but not limited to, digital signs.**

~~[e]f. Off-premises signage. [A maximum of ten percent of the sign face area, or ten percent of the usage of an electronic computerized message board, of any on-premises freestanding sign may contain one advertisement for one business operation not located on the premises]~~ **No off-premise advertising shall be allowed.**

(3) *Monument signs.* One monument sign, not to exceed 225 square feet in structure area or 150 square feet in sign area per premises, shall be allowed. All structure area in excess of the allowed sign area shall be designed to enhance the aesthetics of the sign and shall contain no advertising matter. When another business with 2,000 square feet or more of GFA (gross floor area) exists on the same premises as the main business, one additional monument sign, not to exceed 225 square feet in structural surface area or 150 square feet in sign area, shall be allowed for each additional business, so long as not in violation of the sign separation regulations of this chapter. When there exist, on the same premises as the main business, two or more businesses, each having less than 2,000 square feet of GFA, and with a combined gross floor area of 2,000 square feet or more, one additional sign shall likewise be allowed. In the case of combined businesses, the additional sign shall be shared by the combined businesses, with a maximum total combined signage area of 150 square feet.

**d. Illumination. Monument signs may have internal and direct external illumination, including but not limited to, digital signs.**

~~[d]e. Off-premises signage. [A maximum of ten percent of the sign face area, or ten percent of the usage of an electronic computerized message board, of any on-premises monument sign may contain one advertisement for one business operation not located on the premises]~~ **No off-premise advertising shall be allowed.**

## **Sec. 70-12. - Zoning restrictions; overlay zones established.**

(c) *Sign overlay zone 3.*

(5) *Off-premises signs.* Off-premises advertising is only allowed in areas zoned industrial, commercial, or the like, subject to the following restrictions:

**e. Digital signs. The use of digital signs is permitted and allowed, subject to the following limitations and addition restrictions:**

**1. Display. Digital signs shall contain static messages only and shall not have movement or the appearance or optical illusion of movement during the static display period of any part of the sign. Each static message shall not include flashing or the varying of light intensity and shall not scroll. The digital sign shall be programmed to display a blank screen if a malfunction occurs.**

2. Display time. Each static message on the sign shall be displayed for a minimum of ten seconds in duration. Message change shall be completed in two seconds or less. All transition effects are prohibited.

3. Display brightness. Digital signs luminance shall not exceed three hundred candelas per square meter, or nits, in full white mode between the periods of sunset to sunrise as calculated by the United States Naval Observatory. Each digital sign shall have capability to adjust its intensity in response to ambient lighting conditions.

**Sec. 70-15. - Prohibited signs.**

(a) Prohibited signs are signs which:

(10) Are digital signs used as temporary signage.

**Sec. 70-17. - Nonconforming signs.**

(c) *Maintenance and repair of nonconforming signs.* The legal nonconforming sign is subject to all requirements of this Code regarding safety, maintenance and repair. Maintenance shall not include the conversion of an existing nonconforming sign to a digital sign. Any such conversions may only be made to a conforming sign and shall be subject to the permitting and fee requirements set forth in this chapter.

**Sec. 70-19. - Off-premises signs.**

(b) Nothing contained in this chapter shall be construed to limit the maintenance and repair of any existing off-premises signs. Maintenance shall not include the conversion of an existing sign to a digital sign. Any such conversions shall be subject to the permitting and fee requirements set forth in this chapter.

NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE WHICH IS ~~[BRACKETED, STRICKEN]~~ HAS BEEN REMOVED.

Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read, this first time on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

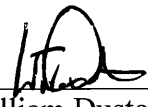
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Raeanne Presley  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
William Duston  
City Attorney



**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING A CONTRACT WITH FAITH COMMUNITY HEALTH CENTER, INC. PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY EMERGENCY HELP FOR THE NEEDY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** JANUARY 13, 2015

**FINAL READING:** JANUARY 27, 2015

**INITIATED BY:** ADMINISTRATION

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

C11.2 - Provide appropriate encouragement and support to community organizations which address social issues such as homelessness, obesity, care for the aging, and for underprivileged children.

**STAFF REPORT:**

The City each year has budgeted to contract for services for temporary emergency help and community arts. Bids were received in 2014 from agencies to provide services for 2014 and included was the ability to use the bids for the 2015 fiscal year. The following contracts are services for the 2015 fiscal year. Once the contracts are approved and executed, agencies will be allowed to turn receipts in for reimbursement from the time the contract is executed until December 2015. The only change to the contracts from last year to this year is, reimbursements aren't retroactive to the beginning of the year.

This item is funding for Faith Community Health Center, Inc. which makes available assistance with prescription and non-narcotic medication in the amount of \$5,000.

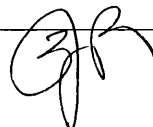
**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** 101-1095-510-2099



**ATTACHED INFORMATION:**

BILL NO. 4693

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A CONTRACT WITH FAITH COMMUNITY HEALTH CENTER, INC. PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY EMERGENCY HELP FOR THE NEEDY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson desires to play a limited role in aiding those families and individuals with short term or temporary need in the areas of assisting with prescriptions and non-narcotic medication, particularly when the absence of these basic necessities creates a life threatening situation; and

**WHEREAS**, the Board of Aldermen desires to execute a contract with the Faith Community Health Center, Inc. for temporary emergency help for the needy.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract with Faith Community Health Center, Inc. pertaining to the provision of services to provide temporary emergency help for the needy in the amount of \$5,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.


Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:

 1-7-15  
\_\_\_\_\_  
William T. Duston  
City Attorney

## SERVICES CONTRACT

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and **Faith Community Health Center, Inc.** ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Scope of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2015**.
6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder

Faith Community Health Center, Inc.

shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

## **7. Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit A** which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Five Thousand Dollars (\$5,000.00)**.

## **8. Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

17. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

18. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

☐ \_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

19. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

20. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

21. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

22. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste 205  
Branson, MO 65616  
417-337-8522  
fax: 417-335-4354 – Attn: Contract Management

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: Carla Howe  
(Signature)

\_\_\_\_\_  
Raeanne Presley  
Mayor

Name: Darla Howe  
(Printed Name)

Company Name: Faith Community Health Center  
Address: 1610 S. 4th Street

ATTEST:

Branson, MO 65616

\_\_\_\_\_  
Lisa K. Westfall  
City Clerk

Phone: 417-336-9355

Fax: 417-334-2247

Tax ID: 94-3467834

APPROVED AS TO FORM:

William T. Duston 12-22-11  
City Attorney

## **Scope of Services**

The Faith Community Health Center, Inc. will use the City grant funds to assist Branson residents with prescriptions and non-narcotic medication. These dollars need to be used, as closely as possible, for residents of Branson. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The funding period will be upon execution of the contract to December 31, 2015. The City agrees to pay the service provider in accordance with fees and rates set forth in the proposal for services provided and authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period.



**BILL NO. 4694**

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING A CONTRACT WITH OZARKS AREA COMMUNITY ACTION CORPORATION (OACAC) PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY EMERGENCY HELP FOR THE NEEDY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** JANUARY 13, 2015

**FINAL READING:** JANUARY 27, 2015

**INITIATED BY:** ADMINISTRATION

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

C11.2 - Provide appropriate encouragement and support to community organizations which address social issues such as homelessness, obesity, care for the aging, and for underprivileged children.

**STAFF REPORT:**

This item is funding for Ozarks Area Community Action Corporation (OACAC) which makes available assistance with gas vouchers, automotive repair, tire replacement, automotive licensing, automotive insurance and water & sewer in the amount of \$5,500.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** 101-1095-510-2099



**ATTACHED INFORMATION:**

BILL NO. 4694

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING THE PROPOSAL OF OZARKS AREA COMMUNITY ACTION CORPORATION (OACAC) PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY EMERGENCY HELP FOR THE NEEDY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson desires to play a limited role in aiding those families and individuals with short term or temporary need in the areas of gas vouchers, automotive repair, tire replacement and water & sewer, particularly when the absence of these basic necessities creates a life threatening situation; and

**WHEREAS**, the Board of Aldermen desires to execute a contract with OACAC for temporary emergency help for the needy.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract with Ozarks Area Community Action Corporation (OACAC) pertaining to the provision of services to provide temporary emergency help for the needy in the amount of \$5,500.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.


Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

 1-7-15  
\_\_\_\_\_  
William T. Duston  
City Attorney

## SERVICES CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and Ozarks Area Community Action Corporation ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Scope of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2015**.
6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder

shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

## **7. Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit A** which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Five Thousand Five Hundred Dollars (\$5,500.00)**.

## **8. Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

**15. Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

**16. Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

**17. Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

**18. Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

☐ \_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

19. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

20. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

21. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

22. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste 205  
Branson, MO 65616  
417-337-8522  
fax: 417-335-4354 – Attn: Contract Management

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

By: Carl Rosenkranz  
(Signature)  
Name: CARL ROSENKRANZ  
(Printed Name)  
Company Name: OZARKS AREA COMMUNITY ACTION CORPORATION  
Address: 215 SOUTH BARNES  
SPRINGFIELD, MO 65802-2204  
Phone: 417-864-3492  
Fax: 417-864-3499  
Tax ID: 430836672 (EIN)

**CITY OF BRANSON, MISSOURI**

Raeanne Presley  
Mayor

**ATTEST:**

Lisa K. Westfall  
City Clerk

**APPROVED AS TO FORM:**

William T. Duston  
City Attorney

### **Scope of Services**

The Ozarks Area Community Action Corporation will use the City grant funds to assist Branson residents with basic necessities such as gas vouchers, automotive repair, tire replacement, automotive licensing, automotive insurance, water and sewer. These dollars need to be used, as closely as possible, for residents of Branson. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The funding period will be upon execution of the contract to December 31, 2015. The City agrees to pay the service provider in accordance with fees and rates set forth in the proposal for services provided and authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period.



**BILL NO. 4695**

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING A CONTRACT WITH THE WOMEN'S CRISIS CENTER OF TANEY COUNTY, INC. PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY EMERGENCY HELP FOR THE NEEDY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** JANUARY 13, 2015

**FINAL READING:** JANUARY 27, 2015

**INITIATED BY:** ADMINISTRATION

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

C11.2 - Provide appropriate encouragement and support to community organizations which address social issues such as homelessness, obesity, care for the aging, and for underprivileged children.

**STAFF REPORT:**

This item is funding for the Women's Crisis Center of Taney County, Inc. which assists with 24-hour crisis intervention, shelter access and referrals in the amount of \$10,000.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** 101-1095-510-2099



**ATTACHED INFORMATION:**

BILL NO. 4695

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A CONTRACT WITH THE WOMEN'S CRISIS CENTER OF TANEY COUNTY, INC. PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY EMERGENCY HELP FOR THE NEEDY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson desires to play a limited role in aiding those families and individuals with short term or temporary need in areas such as assisting with 24-hour crisis intervention, shelter access and referrals, particularly when the absence of these basic necessities creates a life threatening situation; and

**WHEREAS**, the Board of Aldermen desires to execute a contract with The Women's Crisis Center of Taney County, Inc. for temporary emergency help for the needy.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the contract with The Women's Crisis Center of Taney County, Inc. pertaining to the provision of services to provide temporary emergency help for the needy in the amount of \$10,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

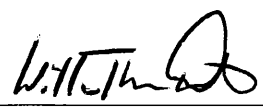
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:

 1-7-15  
\_\_\_\_\_  
William T. Duston  
City Attorney

## SERVICES CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and **Women's Crisis Center of Taney County, Inc.** ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Scope of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services hereinafter set forth in **Exhibit A**.

2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2015**.

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder

shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

## **7. Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit A** which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Ten Thousand Dollars (\$10,000.00)**.

## **8. Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

**15. Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

**16. Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

**17. Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

**18. Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

☐ \_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

19. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

20. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

21. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

22. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste 205  
Branson, MO 65616  
417-337-8522  
fax: 417-335-4354 – Attn: Contract Management

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Tax ID: \_\_\_\_\_

**CITY OF BRANSON, MISSOURI**

\_\_\_\_\_  
Raeanne Presley  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa K. Westfall  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William T. Duston  
City Attorney

## **Scope of Services**

The Women's Crisis Center of Taney County, Inc. will use the City grant funds to assist with 24-hour crisis intervention, shelter access and referrals. These dollars need to be used, as closely as possible, for residents of Branson. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The funding period will be upon execution of the contract to December 31, 2015. The City agrees to pay the service provider in accordance with fees and rates set forth in the proposal for services provided and authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period.



**BILL NO. 4696**

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING A CONTRACT WITH CHRISTIAN ACTION MINISTRIES (CAM) PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY EMERGENCY HELP FOR THE NEEDY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** JANUARY 13, 2015

**FINAL READING:** JANUARY 27, 2015

**INITIATED BY:** ADMINISTRATION

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

C11.2 - Provide appropriate encouragement and support to community organizations which address social issues such as homelessness, obesity, care for the aging, and for underprivileged children.

**STAFF REPORT:**

This item is funding for Christian Action Ministries (CAM) which makes available assistance for the purchase of food in the amount of \$12,000.

**STAFF RECOMMENDATION:**


Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** 101-1095-510-2099

**ATTACHED INFORMATION:**



**BILL NO. 4696**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A CONTRACT WITH CHRISTIAN ACTION MINISTRIES (CAM) PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY EMERGENCY HELP FOR THE NEEDY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson desires to play a limited role in the assistance of the purchase of food; and

**WHEREAS**, the Board of Aldermen desires to execute a contract with CAM for temporary emergency help for the needy.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves a contract with Christian Action Ministries (CAM) pertaining to the provision of services to provide temporary emergency help for the needy in the amount of \$12,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.


Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

 1-13-15  
\_\_\_\_\_  
William T. Duston  
City Attorney

## SERVICES CONTRACT

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and **Christian Action Ministries** ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Scope of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2015**.
6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder

shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

## **7. Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit A** which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twelve Thousand Dollars (\$12,000.00)**.

## **8. Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach.

C. Surviving Terms. Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

17. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

18. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

☐ \_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

19. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

20. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.


21. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

22. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste 205  
Branson, MO 65616  
417-337-8522  
fax: 417-335-4354 – Attn: Contract Management

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By:   
(Signature)

Raeanne Presley  
Mayor

Name: PAT DAVIS  
(Printed Name)

Company Name: Christian Action Ministries

ATTEST:

Address: 610 S. 6th St. Ste 102  
Branson

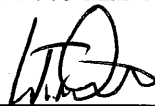
Phone: 417-334-1157

Lisa K. Westfall  
City Clerk

Fax: 417-334-8057

Tax ID: \_\_\_\_\_

APPROVED AS TO FORM:

 12-22-11  
William T. Duston  
City Attorney

## **Scope of Services**

The Christian Action Ministries will use the City grant funds for the purchase of food to assist Branson residents. These dollars need to be used, as closely as possible, for residents of Branson. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The funding period will be upon execution of the contract to December 31, 2015. The City agrees to pay the service provider in accordance with fees and rates set forth in the proposal for services provided and authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period.



**BILL NO. 4697**

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING A CONTRACT WITH SALVATION ARMY  
PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE  
TEMPORARY EMERGENCY HOUSING FOR THE NEEDY AND  
AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** JANUARY 13, 2015

**FINAL READING:** JANUARY 27, 2015

**INITIATED BY:** ADMINISTRATION

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

C11.2 - Provide appropriate encouragement and support to community organizations which address social issues such as homelessness, obesity, care for the aging, and for underprivileged children.

**STAFF REPORT:**

This item is funding for The Salvation Army which makes available assistance with housing during extreme weather conditions, and for single women and children in the amount of \$7,500.

**STAFF RECOMMENDATION:**

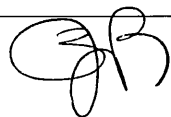
Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** 101-1095-510-2099

**ATTACHED INFORMATION:**



BILL NO. 4697

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A CONTRACT WITH SALVATION ARMY PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY EMERGENCY HOUSING FOR THE NEEDY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson desires to play a limited role in providing emergency housing with a priority focus on people at imminent risk including extreme weather conditions, single women and children; and

**WHEREAS**, the Board of Aldermen desires to execute a contract with Salvation Army for temporary emergency housing for the needy.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves a contract with Salvation Army pertaining to the provision of services to provide temporary emergency housing for the needy in the amount of \$7,500.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.


Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

 1-7-15  
\_\_\_\_\_  
William T. Duston  
City Attorney

## SERVICES CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and The Salvation Army ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Scope of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2015**.
6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder

shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

## **7. Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit A** which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Seven Thousand Five Hundred Dollars (\$7,500.00)**.

## **8. Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

**15. Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

**16. Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

**17. Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

**18. Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

☐ \_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

19. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

20. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

21. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

22. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste 205  
Branson, MO 65616  
417-337-8522  
fax: 417-335-4354 – Attn: Contract Management

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: Richard Amick DEC 23 2011  
(Signature)

Richard Amick  
Treasurer

Name: \_\_\_\_\_  
(Printed Name)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Raeanne Presley  
Mayor

**ATTEST:**

Lisa K. Westfall  
City Clerk

**APPROVED AS TO FORM:**

William T. Duston 12-22-11  
William T. Duston  
City Attorney

## **Scope of Services**

The Salvation Army will use the City grant funds to provide emergency housing with a priority focus on people at imminent risk including extreme weather conditions, single women and children. These dollars need to be used, as closely as possible, for residents of Branson. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The funding period will be upon execution of the contract to December 31, 2015. The City agrees to pay the service provider in accordance with fees and rates set forth in the proposal for services provided and authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period.



**BILL NO. 4698**

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING A CONTRACT WITH BRANSON ARTS COUNCIL PERTAINING TO THE PROVISION OF SERVICES FOR COMMUNITY ARTS AND CULTURAL ACTIVITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** JANUARY 13, 2015

**FINAL READING:** JANUARY 27, 2015

**INITIATED BY:** ADMINISTRATION

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

C10.1 - Each year we will allocate funding to support cultural, performing arts and/or activities focusing on youth participation.

**STAFF REPORT:**

This item is funding for Branson Arts Council which sees that Branson's citizens have the opportunity to experience the fine arts on a local basis at minimal cost and such activities are available to school age children to help round their cultural experiences in the amount of \$20,000.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** 101-1095-510-2099



**ATTACHED INFORMATION:**

BILL NO. 4698

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A CONTRACT WITH BRANSON ARTS COUNCIL  
PERTAINING TO THE PROVISION OF SERVICES FOR COMMUNITY ARTS AND  
CULTURAL ACTIVITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE  
CONTRACT.**

---

**WHEREAS**, the City of Branson desires to see that Branson's citizens have the opportunity to experience the fine arts on a local basis at minimum cost and that such activities are available to school age children to help round their cultural experiences; and

**WHEREAS**, the Board of Aldermen desires to execute a contract with the Branson Arts Council for community arts and cultural activities.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE  
CITY OF BRANSON AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approving a contract with Branson Arts Council pertaining to the provision of services for community arts and cultural activities in the amount of \$20,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.


Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

APPROVED AS TO FORM:

 1-7-15

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

\_\_\_\_\_  
William T. Duston  
City Attorney

## SERVICES CONTRACT

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and **Branson Arts Council** ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Scope of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2015**.
6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder

shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

## **7. Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit A** which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty Thousand Dollars (\$20,000.00)**.

## **8. Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

17. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

18. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

☐ \_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

19. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

20. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

21. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

22. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste 205  
Branson, MO 65616  
417-337-8522  
fax: 417-335-4354 – Attn: Contract Management

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

**CITY OF BRANSON, MISSOURI**

By: Bonnie Herrmann  
(Signature)

Raeanne Presley  
Mayor

Name: BODDIE Herrmann  
(Printed Name)

Company Name: BRANSON ARTS COUNCIL

ATTEST:

Address: 201 Compton DR  
BRANSON, MO 65616

Phone: 417-336-4255

Lisa K. Westfall  
City Clerk

Fax: \_\_\_\_\_

Tax ID: \_\_\_\_\_

APPROVED AS TO FORM:

William T. Duston 12-22-14  
William T. Duston  
City Attorney

**Scope of Services**

Children's Programs	\$18,750
Educational Youth Symphony	
School Arts Performances	
Hands on Clay	
Children's Theatre Workshop	
Kid Art Summer Workshops	
Young Writers Woodshops	
Scholarships	\$ 750
Adelyn Valet Taneyhills Library High School Art Show & Awards	
BAC Art Scholarships	
College of the Ozarks Scholarships	
Table Rock Art Guild Children's Art Show	
Community Events	\$ 500
Community Concert Series at the Old Stone Church	
BAC Gallery Shows	
Total	\$20,000

These dollars need to be used, as closely as possible, for residents of Branson. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The funding period will be upon execution of the contract to December 31, 2015. The City agrees to pay the service provider in accordance with fees and rates set forth in the proposal for services provided and authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period.



### **Educational Youth Symphony**

The BAC continues to work with the Springfield Symphony and the Moon River Theatre to bring the Springfield Symphony down to Branson for a children's educational symphonic program. Fifty members of the symphony bring life to the symphony for over 700 children in the Branson area. This is the first time, for many of the children, to see a live symphony and learn about the instruments and the parts they play in a symphony concert. It is very educational as well as entertaining.

- Partner with the Moon River Theatre, their technical staff and other staff of the theatre, and local community contributors for this event.

### **School Art Performances**

The BAC continues to provide multi-cultural programs for elementary level students in the Branson School System. The Irish Kaleidoscope, Russian Kaleidoscope and other such programs as the Missouri History Program and Australian Kaleidoscope. These programs provide education covering the art, music, traditions and culture of the artist's country and their people. The students see and experience the traditional dances, techniques of the rhythmic art form, native instruments and a documentary video presentation. The programs format is a general assembly for all students of that grade level and then smaller group sessions during the remainder of the day.

- Partner with the Branson School System

### **Hands on Clay**

The BAC serves approximately 80 children with a half day experience working with clay. Qualified local instructors teach the basic information about clay and how to work with it. These classes are conducted at a "Pottery Studio" in Hollister. The children learn how to form items from clay as well as "throw" a pot or vase on the potter's wheel. These items are then glazed and fired for completion. Students get to take their "masterpieces" home.

- Partner with the Mitch Yung "Hot Fresco" Pottery Studio

### **Children's Theatre Workshop**

The BAC provides four, one-week interactive theatre sessions for children which culminate in a final public performance. The weeklong session serves approximately 100 children and approximately 300 children and adults at the four public performances. The students learn about staging, take a behind-the-scenes tour of the theatre and perform before a live audience.

- Partner with the College of the Ozarks

### **Kid Art Summer Workshop**

These workshops are held at various times during the year. The Saturday workshops focus on craft type activities and usually have a Holiday theme. The Summer sessions are more intense and art instructive as they use a variety of mediums to encourage artistic expression. In the past, the participants studied the old masters and modern cityscaping.

### **Young Writers' Workshop**

This is an opportunity for young people to explore the world of literary art. The students participate in a variety of writing projects and end with a journal of their travels through the literary world.

**BILL NO. 4699**

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRANSON AND THE BRANSON HOUSING AUTHORITY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** JANUARY 13, 2015

**FINAL READING:** JANUARY 27, 2015

**INITIATED BY:** ADMINISTRATION

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

C10. Continue to provide leadership and, as funding permits, support to community organizations which provide emergency assistance and seek to address community issues, such as homelessness, underage drinking, care for the aging, and for underprivileged children.

**STAFF REPORT:**

This bill approves the execution of an Intergovernmental Agreement with the Branson Housing Authority in the amount of \$10,000.00 to assist with the cost of repair and maintenance of residential locations managed by the Branson Housing Authority. Funds have been appropriated in the 2015 budget.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** 101-1095-510-2099

**ATTACHED INFORMATION:**



BILL NO. 4699

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRANSON AND THE BRANSON HOUSING AUTHORITY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson desires to play a limited role in aiding those families and individuals with short term or temporary need in the areas of discretionary emergency housing and food pantry, particularly when the absence of these basic necessities creates a life threatening situation; and

**WHEREAS**, the Board of Aldermen desires to execute an Intergovernmental Agreement with the Branson Housing Authority to assist with replacing windows and appliances at the Oak Manor location.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approving an Intergovernmental Agreement between the City of Branson and the Branson Housing Authority in the amount of \$10,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.


Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

 1-7-15  
\_\_\_\_\_  
William T. Duston  
City Attorney

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and The Housing Authority of the City of Branson, Missouri ("Housing Authority").

WITNESSETH:

THAT, WHEREAS, the City desires to help support the Housing Authority's maintenance project; and

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Housing Authority as follows:

1. **Scope of Work.** The City agrees to support the work of the Housing Authority and the Housing Authority agrees to engage in the project hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Housing Authority may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Housing Authority.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Housing Authority agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Housing Authority. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Housing Authority. All of the work required hereunder will be performed by the Housing Authority or under Housing Authority's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work.
5. **Term.** The project of the Housing Authority shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the projects required hereunder shall be completed by **December 31, 2015**.
6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Housing Authority providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times;

and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment.

## **7. Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Housing Authority in accordance with the terms set forth in **Exhibit A** which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Housing Authority for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Housing Authority under the terms of this contract exceed the sum of **Ten Thousand Dollars (\$10,000.00)**.

## **8. Termination of Contract.**

A. Termination for breach. Failure of the Housing Authority to fulfill Housing Authority's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Housing Authority by one of three different means: Facsimile Transmission ("FAX") if Housing Authority has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Housing Authority; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Housing Authority or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach.

C. Surviving Terms. Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Housing Authority covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Housing

Authority further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Housing Authority shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Housing Authority agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Housing Authority or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Housing Authority Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Housing Authority will be an independent Housing Authority and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Housing Authority will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Housing Authority's activities and responsibilities hereunder. The Housing Authority agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Housing Authority and the City, and the City will not be liable for any obligation incurred by the Housing Authority.

14. **City Benefits.** The Housing Authority shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Housing Authority for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract.

B. The Housing Authority shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Housing Authority arising out of or in any way connected with this contract. Housing Authority further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Housing Authority.

C. The Housing Authority shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Housing Authority at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

17. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

18. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

19. **Compliance with Laws.** The Housing Authority agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. The Housing Authority affirmatively states that payment of all local, state and federal taxes and assessments owed by them is current.

20. **Safety.** The Housing Authority and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

21. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste 205  
Branson, MO 65616  
417-337-8522  
fax: 417-335-4354 – Attn: Contract Management



IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

HOUSING AUTHORITY:

CITY OF BRANSON, MISSOURI

By: Barbara Edelman  
(Signature)

Raeanne Presley  
Mayor

Name: Barbara Edelman  
(Printed Name)

Company Name: Branson Housing Authority

ATTEST:

Address: 320 W. Main Street  
Branson, MO 65616

Lisa K. Westfall  
City Clerk

Phone: 417-334-4236

Fax: 417-334-4236

Tax ID: 43-0892180

APPROVED AS TO FORM:

William T. Duston  
City Attorney

### **Scope of Services**

The Housing Authority will use the City funds to assist with replacing windows, appliances, flooring and siding at their 320 W Main Street, Branson, Missouri location. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The funding period will be upon execution of the contract to December 31, 2015. The City agrees to pay the Housing Authority in accordance set forth in the agreement as authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period. Funds not used by the end of the funding period will remain part of the City's budget.

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** A HEARING APPEALING THE DISAPPROVAL OF A SPECIAL EVENT PERMIT APPLICATION FOR THE BRANSON BRIDAL SHOW BY LANA JOHNSON.

**DATE:** JANUARY 27, 2015

**INITIATED BY:** PLANNING & DEVELOPMENT DEPARTMENT 

**CITY ADMINISTRATOR RECOMMENDATION:**



**STAFF REPORT:**

This is a hearing to approve or reverse the decision of the Planning and Development Director to disapprove the Special Event Application for the Branson Bridal Show. The proposed event is scheduled to be held at the Chateau on the Lake Sunday, February 22, 2015. The Director of Planning and Development has noted this event can occur without requirement for a Special Event Permit; however, the applicant has submitted a Special Event Application solely for the ability to place five off-premise, temporary signs throughout the City.

A Special Event Permit Application for the proposed event was submitted to the Planning and Development Department on December 5, 2014. Per Branson Municipal Code Section 450.090(A), the Director of Planning and Development acted upon the application within five days of its submittal and mailed the applicant a notice of disapproval on December 10, 2014. Additionally, per Branson Municipal Code Section 450.090(B), the disapproval was reviewed with the City Administrator on December 8, 2014.

Within the notice of disapproval, three reasons were given to the applicant. The first reason given was that the submitted request did not meet the definition of a special event per Branson Municipal Code Section 450.010. The second and third reasons given additionally referred to the same definition of a special event in that the Branson Municipal Code does not otherwise require a special event permit for a vendor show to be held indoors at a conference facility on private property.

***Branson Municipal Code Section 450.010 – Definitions.***

*The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:*

*Special event means any event, including parades, involving the extraordinary use of public property, such property including, without limitation, the public right-of-way, public parks, public buildings or other city facilities; or events or acts on public or private property as otherwise provided or required by the Branson Municipal Code as requiring a special event permit. Extraordinary use of public property includes amplified sound, closing of streets, electrical or plumbing hookups to city utility connections, fireworks, firearm salutes by military guards, the display of off-premises banners and signs, the use of off-premises vendors, and noise-generating events that continue past 11:00 p.m.*

Mainly because the request did not include any portion of public property, typical acts requiring a Special Event permit do not apply. However, the following two acts are the only other code regulations requiring a Special Event Permit for an act on private property, neither of which apply to the provided request.

***Branson Municipal Code Section 58-96. - Fireworks.***

*No person shall sell, discharge, dispense, or store fireworks except in conformity with the following provisions:*

- (2) *Discharge of fireworks shall be limited to the periods of 7:00 a.m. to 12:00 midnight on July 3 and 7:00 a.m. to 12:00 midnight on July 4, unless otherwise approved as a special event pursuant to appendix A to this Code (the zoning regulations).*

***Branson Municipal Code Section 58-262. - Prohibited acts.***

- (d) *Except as otherwise permitted by special event permit pursuant to appendix A to this Code (the zoning regulations), or other action of the board of aldermen, or as otherwise provided in this Code, it shall be unlawful for any person to play, use or otherwise allow the playing or use of any sound-producing device or allow any other noise source from private property in which the sound emission can be heard beyond the property lines between the hours of 11:00 p.m. and 7:00 a.m. or at any other time in which the sound is of a volume, intensity or duration as to be detrimental to the reasonable comfort of another.*

In accordance with Section 450.090(C), any person aggrieved by the decision of the Director of Planning and Development shall have the right to appeal the disapproval of a Special Event Permit to the Board of Aldermen. As a result, the applicant, Lana Johnson submitted an appeal to the City Clerk on January 7, 2015, which met the 30 day requirement as stated by Branson Municipal Code Section 450.090(C).

As part of staff's review of this request, they contacted the Chateau on the Lake and were told their property hosted 409 events in 2014 of various sizes and for a variety of groups, of which approximately 20 were open to the public similar to this request for the Branson Bridal Show. The largest event hosted by the Chateau on the Lake in 2014 was approximately 1,200, or six times the attendance expected by the applicant. The Chateau on the Lake is a large conference, convention and hotel facility which was built to support both public and private events within the community similar to the applicant's request. Based on the amount of existing parking and the existing access to the property due to its location at the intersection of State Highway 165 and State Highway 265, there are no concerns on the staff's behalf for the attendees, the vendors or adjacent property owners.

Additionally, while the applicant has stated in their appeal that this request is for their 18<sup>th</sup> year, they have only been approved for a Special Event Permit for the past eight years (2007-2014). However, at the time of the applicant's request last year, staff discussed with the applicant that their request would not be approved for 2015 because it did not meet the definition of a Special Event.

**Branson Municipal Code Section 450.090: Notice of denial of permit; appeal procedure**

- A. The director of planning and development shall act upon the application for a special event permit within five business days after the date filed. If the director of planning and development disapproves the application, he/she shall mail the applicant, within five business days after the date upon which the application was filed, a notice of the action, stating the reasons for the denial of the permit.*
- B. Any disapproval of a special event application must first be reviewed by the city administrator.*
- C. Any person aggrieved by the decision of the director of planning and development shall have the right to appeal the denial of a special event permit to the board of aldermen. The appeal shall be filed with the city clerk no later than 30 days after the date of the notice issued by the director of planning and development. The board of aldermen shall hear the appeal of the applicant as an agenda item at the next regularly scheduled board of aldermen meeting after its receipt by the city clerk.*

**STAFF RECOMMENDATION:**

**PROPOSED MOTION:**

Move to approve the appeal of the Branson Bridal Show.

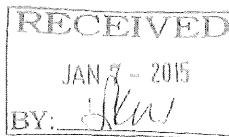
**FINANCIAL REVIEW:**

N/A

**ATTACHED INFORMATION:**

- 1) Exhibit "A" – Appeal filing by application
- 2) Exhibit "B" – Disapproval letter from Director of Planning & Development (Dec. 10, 2014)
- 3) Exhibit "1" – Event Permit Application

Exhibit "A.1"



To Members of the City of Branson Board of Alderman:

I respectfully request to appeal the disapproval of our Event permit request based on the following issues. In my opinion, the City of Branson definition of a special event makes it nearly impossible for winter events to fall within the new parameters. To the best of my knowledge, there are not large enough indoor spaces at our parks or other city properties to accommodate a large crowd. Hosting a large tented event during the winter months is also not feasible because of cold weather and the potential for snow. Our Bridal show has to take place during the winter months, due to the fact that the majority of bridal engagements occur during the Christmas and New Years Eve time period, so marketing to these couples needs to take place immediately following the engagements. We are in our 18th year of doing the Branson Bridal Show. We have always utilized the Special Event Permits to market through temporary banners. If we are no longer able to receive a special event permit and utilize temporary banners to advertise the event, the Branson Bridal Show will be hurt tremendously, thus hurting many local businesses that count on this event to market their small businesses. Also, the Branson Bridal Show works to keep dollars in our community. Without a local Bridal Show event, many of those dollars would go to the Springfield market.

As per your definition of "extraordinary use" of a facility, here are some examples of why we feel our event is an "extraordinary use" of Chateau on the Lake .

The Chateau is not charging rental for the use of their convention rooms for this event, which is highly unusual. This is a co- produced event among several Branson Businesses, including the Chateau.

The event is free and open to the public. No charge for admission what so ever.

We have added a small outdoor tent, and will utilize it for various things related to the event, weather permitting.

We are hosting a widely publicized "Race to the Altar" event at the location, giving away a \$12,000 wedding. There will be physical competitions indoor and outdoor, relating to this contest.

We will have food sampling

We have added alcohol

We will have a large fashion show & DJ'd Music

Exhibit "A.2"

**I think these things illustrate that we are really creating a much bigger, more unique event. It is not a typical trade show type of atmosphere at all. If there is something else specific that we need to do to fit within the criteria for a special event, please let me know what it is, so that we can work to achieve this. Thank you for your assistance in this matter.**

**Sincerely,**

**Lana Johnson  
Branson Bridal Show  
A Touch of Class**



CITY OF **BRANSON**  
Planning & Development

110 West Maddux St., Suite 215, Branson, Missouri 65616  
(417) 337-8549 FAX (417) 334-2391

December 10, 2014

Lana Johnson  
A Touch of Class  
4514 Gretna Road  
Branson, Missouri 65616

Re: Event Permit Request – Branson Bridal Show

Dear Ms. Johnson:

As per Branson Municipal Code Section 450.090(A), this letter is to provide you with notice that your Event Permit Application (attached as Exhibit 1) for the Branson Bridal Show on February 22, 2015 has been disapproved. As the fee for such a request was not taken in at the time of your request, there is no refund to provide with this notice. The disapproval is based on the following:

- The submitted request for a special event does not meet the definition as provided in Branson Municipal Code Section 450.010 because:
  1. The proposed event is not an extraordinary use of public property.
  2. The Branson Municipal Code does not require a Special Event Permit for a small tent to be erected within the parking lot of a private property (see Exhibit A of application).
  3. The Branson Municipal Code does not require a Special Event Permit for a vendor show to be held indoors within a private property (see Exhibit A and B of application).

As per Branson Municipal Code Section 450.090(B), this disapproval has additionally been reviewed by the City Administrator on December 8, 2014.

As per Branson Municipal Code Section 450.090(C), any person aggrieved by this decision has the right of an appeal to the Branson Board of Aldermen. Such an appeal shall be filed with the City Clerk no later than 30 days after the date of this notice.

In summary, the proposed Branson Bridal Show is able to occur as you have proposed on February 22, 2015 at the Chateau on the Lake, however not as a Special Event. Therefore, only on premise advertising will be permitted.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Hornickel".

Joel Hornickel  
Director

417.337.8546 (direct)  
[jhornickel@bransonmo.gov](mailto:jhornickel@bransonmo.gov)



Exhibit 1



CITY OF BRANSON  
PLANNING & DEVELOPMENT  
110 W MADDOX ST, SUITE 215  
BRANSON, MO 64401  
PHONE: (417) 334-2500  
FAX: (417) 334-2501

EVENT PERMIT APPLICATION

☒ Special Event (SEE) \$111

☐ Special Event with Street Closure (SESC) \$111

Event Date: 12-4-14

Event Person: Lana Johnson  
(417)

Phone Number: 294-7004 Fax Number: 417-336-0631 Email: johnson.lana@hotmail.com

Sponsor (Please Print): A TACTA OF CLASS

Sponsor Address: 4514 Gretna Rd. Branson

Phone Number: 417-334-0303 Fax Number: 417-336-0631 Email: same

Event Name: Branson Bridal Show

Event Location & Address: Chateau on the Lake

Event Dates: Beginning Feb. 22nd Ending Feb. 22nd

Hours of the Event: Beginning 11 am Ending 4pm

\*Hours are to include the setup and breakdown of the event.\*

\*\*\* The Sponsor hereby agrees to hold the City of Branson harmless from any and all suits, claims, damages, and causes of actions of any kind arising from or relating to the proposed Special Event, including property damage and injury to persons, including death.

Sponsor Signature: L. Johnson

Title: Event producer

Provide The Following:

☐ If the sponsoring organization is a non-profit, provide a copy of the tax exempt certificate.

☐ Provide complete written description of the event on Exhibit A page.

☐ Site Plan of the event must be provided on Exhibit B and must include:

☐ Location food service, alcohol, vendors, sound equipment, tents and size of any tents used, etc.

☐ Parking areas

☐ Expected number in attendance 200

FOR OFFICE USE ONLY: Project No.  
DATE & INITIALS: 12/5/14  
APPROVED BY: \_\_\_\_\_  
CITY OF BRANSON  
CITY CLERK: \_\_\_\_\_  
This Special Event Permit is approved to occur within the  
Chapter 450 of the Branson Municipal Code and this  
City of \_\_\_\_\_  
Meeting Date: \_\_\_\_\_

## Exhibit 1

### Event Activities

Answer "YES" or "N/A" to indicate whether each of the following activities will be part of your special event. If you mark "YES" to any of the following activities, additional documentation must be provided. Refer to Section 450.070 of the Branson Municipal Code for details concerning application for permit.

- Yes ☐ N/A ☒
- ☐ ☒ If a street closure, provide route as attachment. Liability insurance is to be attached.
- ☐ ☒ Will this event be held on public property? Liability insurance is to be attached.
- ☐ ☐ If on private property, provide a letter from the property owner giving permission for event.
- ☐ ☒ Provide security plan on Exhibit B and description of their duties. Provide the name and number of the company.
- ☐ ☒ If utilizing speaker podiums, loudspeakers, or amplifiers provide plan of location on Exhibit B.
- ☐ ☐ Provide plan on Exhibit B showing locations of any tents proposed. Pop-up tents, must have 12' separation. For tents over 100 square feet, obtain a tent permit through the Fire Department. If tent will be staked, call 1-800-DIG-RITE prior to installation.
- ☐ ☐ Provide copy of tent permit application
- ☐ ☒ Obtain permit through the Fire Department for fireworks display. Provide plan on Exhibit B showing location of display.
- ☐ ☐ Provide copy of permit application
- ☐ ☒ Provide vendor layout plan on Exhibit B.
- ☐ ☒ Provide food preparation/serving plan. If yes, contact the Taney County Health Department.
- ☐ ☐ Provided Copy of Health Department Application. See Exhibit E for list of applications
- ☐ ☐ Who will be providing/serving the food? \_\_\_\_\_
- ☐ ☒ Provide detailed plan if serving/selling alcohol including location of tents, fencing, etc. Contact Finance Department for application.
- ☐ ☐ Who will be providing/ serving the alcohol? \_\_\_\_\_
- ☐ ☐ Provide copy of alcohol plan with Exhibit B
- ☐ ☒ Provide plan for utilizing animals as part of your event. Contact the Taney County Animal Control regarding proper permits.
- ☐ ☐ Provide copy of permit
- ☐ ☒ Provide plan for disposal of sanitary waste and sewage, including toilet facilities, garbage, trash and refuse on Exhibit C. If interested in using up to 12 recycling containers, contact Mona Menezes at 337-8566.
- ☒ ☐ Provide list of specific locations on Exhibit D for any on-site event advertising.
- ☒ ☐ Provide list of specific locations on Exhibit D of any off-site event advertising?
- ☐ Must not be in City right-of-way. If located on private property, obtain permission from property owner. Size of signage (not to exceed 32 square feet per sign).

## Exhibit 1

### Event Activities Continued

- Yes ☐ N/A ☒
- ☐ ☒ Provide locations of any event structures such as bandstands, platforms or stages on Exhibit B and the following shall be included:
- ☐ Application for Construction
  - ☐ Engineered drawings
  - ☐ Estimated time for inspection: \_\_\_\_\_
  - ☐ Person to see on site: \_\_\_\_\_
  - ☐ Phone: \_\_\_\_\_
- ☐ ☒ Provide location on Exhibit A of any trucks or trailers that will be utilized.  
How many and what will they be used for? \_\_\_\_\_
- ☐ ☒ Will you be using existing electrical wiring?
- ☐ ☒ Will you be using extension cords?
- ☐ ☒ Will you be installing electrical wiring? If yes, will it be ☐ Temporary or ☐ Permanent?  
Provide location on Exhibit B and the following shall be included:
- ☐ Application for Construction
  - ☐ Estimated time for inspection: \_\_\_\_\_
  - ☐ Person to see on site: \_\_\_\_\_
  - ☐ Phone: \_\_\_\_\_

Exhibit 1

Exhibit A - Written Description of Event

Include: Purpose or description and estimated number of participants and/or those attending

Bridal Show for engaged couples to visit  
with wedding professionals.

Contest to give away \$12,000 wedding package.

Approx 30 businesses, and 200 guests

Small tent with additional wedding displays  
in parking lot as well as competition for the  
wedding give away.

Vendors will be inside Chateau on the lake.

Exhibit 1

**Exhibit B - Site Plan**

Show below the location of Vendors, Security, Food, Alcohol, Fencing for Alcohol Sales and Consumption, Stages, Tents, Trucks/Trailers, Electrical location, Fireworks, Sound Equipment, Fire Lane. Attach additional sheets as necessary.

All vendors will be inside Chateau on the Lake.

Exhibit 1

**Exhibit C - Plan for Disposal of Waste and Plan for Restoring Event Location**  
Provide description of locations and/or provide drawing in space below

NA

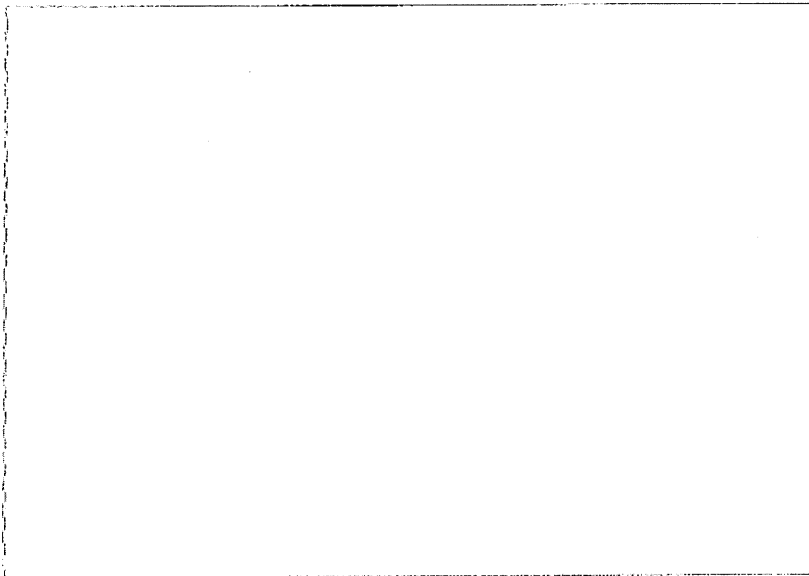


Exhibit 1

**Exhibit D - On-site and Off-Site Sign Locations and Size**  
**Be Specific (i.e. Corner of Highway 76 & 376 by IHOP)**  
**Signs shall not exceed 32 square feet each**

4x6 temp. banners at following locations -

Corner of Frank Valley & Shota Rd.

Corner of Brannon Hills Pkwy & Hwy 65 - in  
front of Gas station.

Corner of Hwy. 76 & 65

Corner of 76 & 376 by IHOP

Corner of Shota & 248

Call 1-800-DIG-RITE prior to installing signs.

## Exhibit 1

### Exhibit E - Taney County Health Department Applications

If food will be a part of your event you will need to fill out one of the following applications:

Temporary Food Event Operator Application: Used when food is being brought to the event or cooked by independent food vendors

Temporary Food Event Organizer Application: Used when will have food at the event but it will be prepared by another party.

Temporary Food Event Organizer/Operator Application: When the organizer of the event will also be cooking the food.

For more information please call 417-334-4544 or go to [www.taneycohealth.org](http://www.taneycohealth.org)



**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** A HEARING APPEALING THE DISAPPROVAL OF A SPECIAL EVENT PERMIT APPLICATION FOR THE BRANSON TRI-LAKES BUILDING AND HOME SHOW BY SUE BRAUN.

**DATE:** JANUARY 27, 2015

**INITIATED BY:** PLANNING & DEVELOPMENT DEPARTMENT 

**CITY ADMINISTRATOR RECOMMENDATION:**



**STAFF REPORT:**

This is a hearing to approve or reverse the decision of the Planning and Development Director to disapprove the Special Event Application for the Branson Tri-Lakes Building and Home Show. The proposed event is scheduled to be held at the Chateau on the Lake Friday, February 13, 2015 through Sunday, February 15, 2015. The Director of Planning and Development has noted this event can occur without requirement for a Special Event Permit; however, the applicant has submitted a Special Event Application solely for the ability to place ten off-premise, temporary signs throughout the City along with two on premise, temporary signs.

A Special Event Permit Application for the proposed event was submitted to the Planning and Development Department on January 7, 2015. Per Branson Municipal Code Section 450.090(A), the Director of Planning and Development acted upon the application within five days of its submittal and mailed the applicant a notice of disapproval the following day, January 8, 2015. Additionally, per Branson Municipal Code Section 450.090(B), the disapproval was reviewed with the City Administrator on January 8, 2015.

Within the notice of disapproval, three reasons were given to the applicant. The first reason given was that the submitted request did not meet the definition of a special event per Branson Municipal Code Section 450.010. The second reason given additionally referred to the same definition of a special event in that the Branson Municipal Code does not otherwise require a special event permit for a vendor show to be held indoors at a conference facility on private property.

***Branson Municipal Code Section 450.010 – Definitions.***

*The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:*

*Special event means any event, including parades, involving the extraordinary use of public property, such property including, without limitation, the public right-of-way, public parks, public buildings or other city facilities; or events or acts on public or private property as otherwise provided or required by the Branson Municipal Code as requiring a special event permit. Extraordinary use of public property includes amplified sound, closing of streets, electrical or plumbing hookups to city utility connections, fireworks, firearm salutes by military guards, the display of off-premises banners and signs, the use of off-premises vendors, and noise-generating events that continue past 11:00 p.m.*

Mainly because the request did not include any portion of public property, typical acts requiring a Special Event permit do not apply. However, the following two acts are the only other code regulations requiring a Special Event Permit for an act on private property, neither of which apply to the request.

***Branson Municipal Code Section 58-96. - Fireworks.***

*No person shall sell, discharge, dispense, or store fireworks except in conformity with the following provisions:*

- (2) *Discharge of fireworks shall be limited to the periods of 7:00 a.m. to 12:00 midnight on July 3 and 7:00 a.m. to 12:00 midnight on July 4, unless otherwise approved as a special event pursuant to appendix A to this Code (the zoning regulations).*

***Branson Municipal Code Section 58-262. - Prohibited acts.***

- (d) *Except as otherwise permitted by special event permit pursuant to appendix A to this Code (the zoning regulations), or other action of the board of aldermen, or as otherwise provided in this Code, it shall be unlawful for any person to play, use or otherwise allow the playing or use of any sound-producing device or allow any other noise source from private property in which the sound emission can be heard beyond the property lines between the hours of 11:00 p.m. and 7:00 a.m. or at any other time in which the sound is of a volume, intensity or duration as to be detrimental to the reasonable comfort of another.*

In accordance with Section 450.090(C), any person aggrieved by the decision of the Director of Planning and Development shall have the right to appeal the disapproval of a Special Event Permit to the Board of Aldermen. As a result, the applicant, Sue Braun submitted an appeal to the City Clerk on January 14, 2015, which met the 30 day requirement as stated by Branson Municipal Code Section 450.090(C).

As part of staff's review of this request, they contacted the Chateau on the Lake and were told their property hosted 409 events in 2014 of various sizes and for a variety of groups, of which approximately 20 were open to the public similar to this request for the Branson Tri-Lakes Building and Home Show. The largest event hosted by the Chateau on the Lake in 2014 was approximately 1,200, or a little more than half the attendance expected by the applicant. However, the Chateau on the Lake is a large conference, convention and hotel facility which was built to support both public and private events within the community similar to the applicant's request. Based on the amount of existing parking and the existing access to the property due to its location at the intersection of State Highway 165 and State Highway 265, there are no concerns on the staff's behalf for the attendees, the vendors or adjacent property owners.

Additionally, while the applicant has stated in their appeal that this request is for their 18<sup>th</sup> year, they have only been approved for a Special Event Permit for the past fourteen years (2001-2014). However, at the time of the applicant's request last year, staff discussed with the applicant that their request would not be approved for 2015 because it did not meet the definition of a Special Event.

**Branson Municipal Code Section 450.090: Notice of denial of permit; appeal procedure**

- A. The director of planning and development shall act upon the application for a special event permit within five business days after the date filed. If the director of planning and development disapproves the application, he/she shall mail the applicant, within five business days after the date upon which the application was filed, a notice of the action, stating the reasons for the denial of the permit.*
- B. Any disapproval of a special event application must first be reviewed by the city administrator.*
- C. Any person aggrieved by the decision of the director of planning and development shall have the right to appeal the denial of a special event permit to the board of aldermen. The appeal shall be filed with the city clerk no later than 30 days after the date of the notice issued by the director of planning and development. The board of aldermen shall hear the appeal of the applicant as an agenda item at the next regularly scheduled board of aldermen meeting after its receipt by the city clerk.*

**STAFF RECOMMENDATION:**

**PROPOSED MOTION:**

Move to approve the appeal of the Branson Tri-Lakes Building and Home Show.

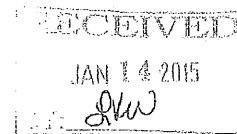
**FINANCIAL REVIEW:**

N/A

**ATTACHED INFORMATION:**

- 1) Exhibit "A" – Appeal filing by application
- 2) Exhibit "B" – Disapproval letter from Director of Planning & Development (Jan. 8, 2015)
- 3) Exhibit "1" – Event Permit Application

Exhibit "A.1"



To: The Board of Aldermen  
City of Branson  
Via: City of Branson Clerk

FROM: The Vacation Channel, Sponsors of the 19<sup>th</sup> Annual Branson Tri-Lakes Building and Home Show  
Sue Braun, Show Manager  
[suebraun@tvcbranson.com](mailto:suebraun@tvcbranson.com)  
417-337-1440

January 14, 2015

RE: Event Permit for the 19<sup>th</sup> Annual Branson Tri-Lakes Building and Home Show

Dear Madam and Sirs,

Thank you for the opportunity to appeal the rejection of our Event Permit Request for the Branson Tri-Lakes Building and Home Show. Yes, I am the same Sue Braun that sent each Alderman a personal letter in 2014 to obtain banner permits for the 18<sup>th</sup> Annual Branson Home Show.

In my opinion, the City of Branson's definition of a special event makes it nearly impossible for winter events to fall within the new parameters. There are not large enough indoor spaces at parks or city facilities to accommodate a large number of attendees and to protect the merchandise and displays of the various exhibitors.

Tented events during the winter months is also not feasible because of cold weather, excessive wind and snow limitations. Our Home Show has to take place during the winter months, due to the fact that it is primary planning, building and remodeling season; and, this event has traditionally been on this same weekend for more than ten years. We are in our 19<sup>th</sup> year of doing the Branson Home Show. We have always utilized the Special Event Permits to market through temporary banners, strategically placed throughout Branson and at the event venue (Chateau on the Lake.) If we are no longer able to receive a special event permit and utilize temporary banners to market the event, the Branson Home Show will be hurt tremendously. Over one hundred local and regional businesses count on this event to market their small businesses. They bring revenue to Branson through their sales tax contributions and temporary sales tax permits. Without a local Branson Home Show, many of these dollars would go to the Springfield market or to an outside vendor—possibly not as reputable as The Vacation Channel and Earls Family Broadcasting.

## Exhibit "A.2"



As per the City of Branson's definition, here are some examples of why we feel our event is an "extraordinary use" of Chateau on the Lake:

We have a Lifeline Helicopter on the premises (outdoors) to educate people on services available

We will have food sampling and give away items

We will be broadcasting live from the event and in the event hall

The Branson Home Show is advertised and promoted through a multi-layered approach to marketing in a 60 mile + radius of Branson, bringing visitors (and vendors) to sleep, eat and shop in Branson.

We are also appealing the number of signs or banners allotted for a special event. At the venue, there are two entrances; and, under the current limitations, the maximum amount of banners allowed would be four. (Two at the entrances to the Chateau; and, two throughout the entire city of Branson.) We have requested twelve locations, including the two entrances to the Chateau on the Lake to adequately blanket the City of Branson and intercept and direct both visitors and local people to the Branson Home Show. The signs are generally installed a week to ten days before the event, and are removed the last day of the show or the day after, weather permitting. Permission is always requested of the property owner/manager before signs are erected.

The banners are 4' wide X 3' tall and include these requested locations: (1) Koi Garden Plaza, (2) Bus 65 near the Post Office, (3) Pure Country Hwy 248 & 65, (4) HCW property adjacent to Skaggs/Cox Branson, (5) Branson's First Stop-220 Branson Hills Parkway, (6) Corner of Roark Valley Road & Gretna Road, (7) Campground sign by Eagle Eye Automotive, (8) Hwy 76 & Gretna Road (Walgreens), (9) Highway island at Gretna Road & Hwy 248 (near Arvest Bank), (10) Hwy 76 & 376 (IHOP), (11 & 12) Entrances to Chateau on the Lake/.

For the above reasons and clarifications, we humbly ask for the Branson Home Show to be able to install temporary event banners as outlined on our special event permit request.

Thank you for your sincere consideration,



Sue Braun, Branson Home Show Manager



CITY  
OF **BRANSON**  
Planning & Development

110 West Maddux St., Suite 215, Branson, Missouri 65616  
(417) 337-8549 FAX (417) 334-2391

January 8, 2015

Sue Braun  
The Vacation Channel  
225 Violyn Drive  
Branson, Missouri 65616

Re: Event Permit Request – Branson Tri-Lakes Building & Home Show

Dear Ms. Braun:

As per Branson Municipal Code Section 450.090(A), this letter is to provide you with notice that your Event Permit Application (attached as Exhibit 1) for the Branson Tri-Lakes Building & Home Show on February 13, 2015 has been disapproved. The disapproval is based on the following:

1. The submitted request for a special event does not meet the definition as provided in Branson Municipal Code Section 450.010 because the proposed vendor show is not an extraordinary use of public property.
2. The submitted request for a special event does not meet the definition as provided in Branson Municipal Code Section 450.010 because the Branson Municipal Code does not require a Special Event Permit for a vendor show to be held indoors within a private property (Exhibit A and B of application).
3. Branson Municipal Code Section 70-14 only allows up to four signs to be erected based on the square footage provided (12 sq. ft. per Exhibit D – 12 signs listed).

As per Branson Municipal Code Section 450.090(B), this disapproval has additionally been reviewed by the City Administrator on January 8, 2015.

As per Branson Municipal Code Section 450.090(C), any person aggrieved by this decision has the right of an appeal to the Branson Board of Aldermen. Such an appeal shall be filed with the City Clerk no later than 30 days after the date of this notice. The Board of Aldermen shall then hear any appeal as an agenda item at the next regularly scheduled Board meeting.

In summary, the proposed Branson Tri-Lakes Building & Home Show may occur as you have proposed on February 13, 2015 at the Chateau on the Lake, however not as a Special Event. Therefore, only permitted on premise advertising will be allowed.

Respectfully,

A handwritten signature in black ink, appearing to read "Joel Hornickel", written over a horizontal line.

Joel Hornickel  
Director

417.337.8546 (direct)  
[jhornickel@bransonmo.gov](mailto:jhornickel@bransonmo.gov)

Exhibit 1



CITY OF BRANSON  
PLANNING & DEVELOPMENT  
110 W MADDUX ST, SUITE 215  
PHONE: (417) 337-8535  
FAX: (417) 334-2391

FOR OFFICE USE ONLY: Project No. _____
DATE & INITIALS: <u>1/15/15</u> <u>TD</u>
PAYMENT TYPE: <input checked="" type="checkbox"/> CASH Receipt # <u>151547</u>
<input type="checkbox"/> CHECK # _____
<input type="checkbox"/> CREDIT CARD REF # _____
This Special Event Permit is approved in accordance with Chapter 450 of the Branson Municipal Code on this _____ day of _____, _____.
Joel Hornickel, Director of Planning & Development
Meeting Date: _____

### EVENT PERMIT APPLICATION

☒ Special Event (SEPA) \$111

☐ Special Event with Street Closure (SESC) \$111

Today's Date: 1/14/15

Contact Person: Sue Braun

Phone Number: 417-337-1440 Fax Number: 417-334-5209 Email: sue.braun@tvc.branson.com

Sponsor (Please Print): The Vacation Channel

Sponsor Address: 225 Violyn Drive, Branson, MO 65616

Phone Number: 417-334-1200 Fax Number: 417-334-5209 Email: sue.braun@tvc.branson.com

Event Name: 19th Annual Branson Tri-Lakes Building Horne Show

Event Location & Address: Chateau on the Lake, Branson, MO

Event Dates: Beginning Feb. 13, 2015 Ending Feb. 15, 2015

Hours of the Event: Beginning 2pm - 7pm Ending 11am - 3pm

\*Hours are to include the setup and breakdown of the event.\*

\*\*\* The Sponsor hereby agrees to hold the City of Branson harmless from any and all suits, claims, damages, and causes of actions of any kind arising from or relating to the proposed Special Event, including property damage and injury to persons, including death.

Sponsor Signature: S. Braun Title: Director of Sales

#### Provide The Following:

☐ If the sponsoring organization is a non-profit, provide a copy of the tax exempt certificate.

☒ Provide complete written description of the event on Exhibit A page.

☐ Site Plans of the event must be provided on Exhibit B and must include:

☐ Location food service, alcohol, vendors, sound equipment, tents and size of any tents used, etc.

☐ Parking areas

☒ Expected number in attendance 3,000

## Exhibit 1

### Event Activities

Answer "YES" or "N/A" to indicate whether each of the following activities will be part of your special event. If you mark "YES" to any of the following activities, additional documentation must be provided. Refer to Section 450.070 of the Branson Municipal Code for details concerning application for permit.

- Yes ☒ N/A ☒
- ☐ ☒ If a street closure, provide route as attachment. Liability insurance is to be attached.
  - ☐ ☒ Will this event be held on public property? Liability insurance is to be attached.
  - ☐ ☒ If on private property, provide a letter from the property owner giving permission for event.
  - ☐ ☒ Provide security plan on Exhibit B and description of their duties. Provide the name and number of the company.  
\_\_\_\_\_
  - ☐ ☒ If utilizing speaker podiums, loudspeakers, or amplifiers provide plan of location on Exhibit B.
  - ☐ ☒ Provide plan on Exhibit B showing locations of any tents proposed. Pop-up tents, must have 12' separation. For tents over 100 square feet, obtain a tent permit through the Fire Department. If tent will be staked, call 1-800-DIG-RITE prior to installation.
    - ☐ Provide copy of tent permit application
  - ☐ ☒ Obtain permit through the Fire Department for fireworks display. Provide plan on Exhibit B showing location of display.
    - ☐ Provide copy of permit application
  - ☒ ☐ Provide vendor layout plan on Exhibit B.
  - ☒ ☐ Provide food preparation/serving plan. If yes, contact the Taney County Health Department.
    - ☒ Provided Copy of Health Department Application. See Exhibit E for list of applications
    - Who will be providing/serving the food? \_\_\_\_\_
  - ☐ ☒ Provide detailed plan if serving/selling alcohol including location of tents, fencing, etc. Contact Finance Department for application.
    - Who will be providing/ serving the alcohol? \_\_\_\_\_
    - ☐ Provide copy of alcohol plan with Exhibit B
  - ☒ ☐ Provide plan for utilizing animals as part of your event. Contact the Taney County Animal Control regarding proper permits.
    - ☐ Provide copy of permit *will be applied for by Tri Lakes Humane Society (non-profit)*
  - ☐ ☒ Provide plan for disposal of sanitary waste and sewage, including toilet facilities, garbage, trash and Refuse on Exhibit C. If interested in using up to 12 recycling containers, contact Mona Menezes at 337-8566.
  - ☐ ☐ Provide list of specific locations on Exhibit D for any on-site event advertising.
  - ☐ ☒ Provide list of specific locations on Exhibit D of any off-site event advertising?  
Must not be in City right-of-way. If located on private property, obtain permission from property owner. Size of signage (not to exceed 32 square feet per sign).



## Exhibit 1

### Event Activities Continued

- Yes ☒ ~~N/A~~ Provide locations of any event structures such as bandstands, platforms or stages on Exhibit B and the following shall be included:
- ☐ Application for Construction
  - ☐ Engineered drawings
  - ☐ Estimated time for inspection: \_\_\_\_\_
  - ☐ Person to see on site: \_\_\_\_\_
  - ☐ Phone: \_\_\_\_\_
- ☐ ☒ Provide location on Exhibit B of any trucks or trailers that will be utilized.  
How many and what will they be used for? \_\_\_\_\_
- ☒ ☐ Will you be using existing electrical wiring?
- ☒ ☐ Will you be using extension cords?
- ☒ ☐ Will you be installing electrical wiring? If yes, will it be ☒ Temporary or ☐ Permanent?
- Provide location on Exhibit B and the following shall be included:
- ☐ Application for Construction
  - ☐ Estimated time for inspection: \_\_\_\_\_
  - ☒ Person to see on site: Deane & Brian Conventien Services
  - ☐ Phone: 573-348-5176 FAX: 573-348-5177

Exhibit 1

Exhibit A - Written Description of Event

Include: Purpose or description and estimated number of participants and/or those attending

Home Show with approximately 130 vendors  
occupying 194 booths. Approximate  
attendance: 3,000.

Exhibit B - Site Plan *N/A* *N/A*

Now below the location of Vendors, Security, Food, Alcohol, Fencing, Stages, Tents, Trucks/Trailers, Electrical location, Fire Lane. Attach additional sheets as necessary

No alcohol. (Include layout)

Exhibit 1

19th Annual Tri-Lakes Building & Home Show  
Chateau on the Lake  
February 12-14, 2015

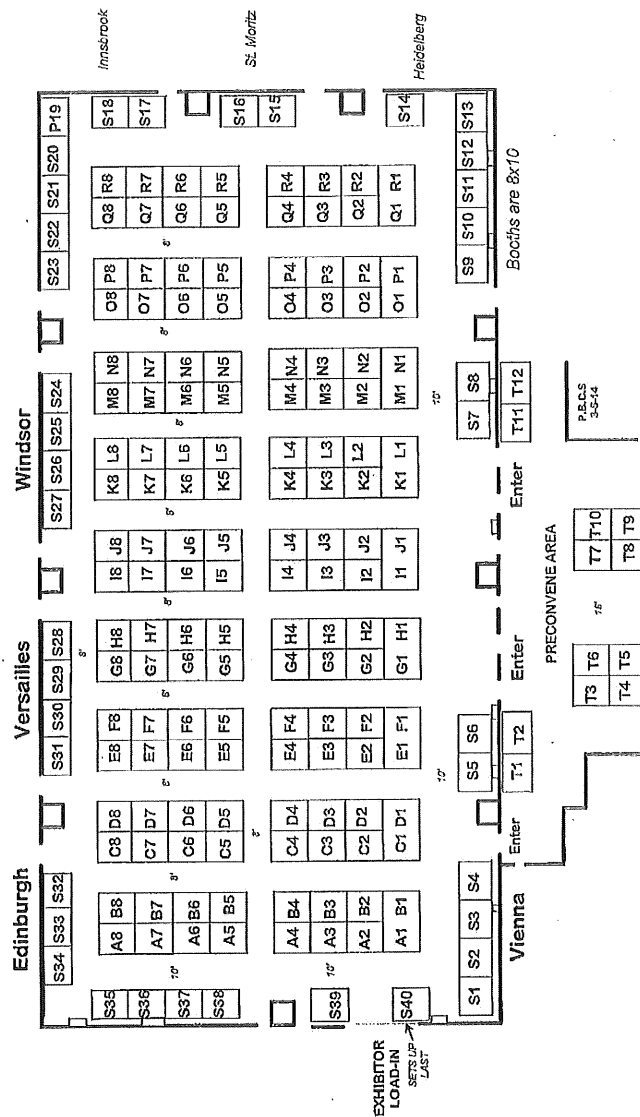


Exhibit 1

**Exhibit C - Plan for Disposal of Waste and Plan for Restoring Event Location**  
Provide description of locations and/or provide drawing in space below

N/A - Handled by Chateau on the Lake.

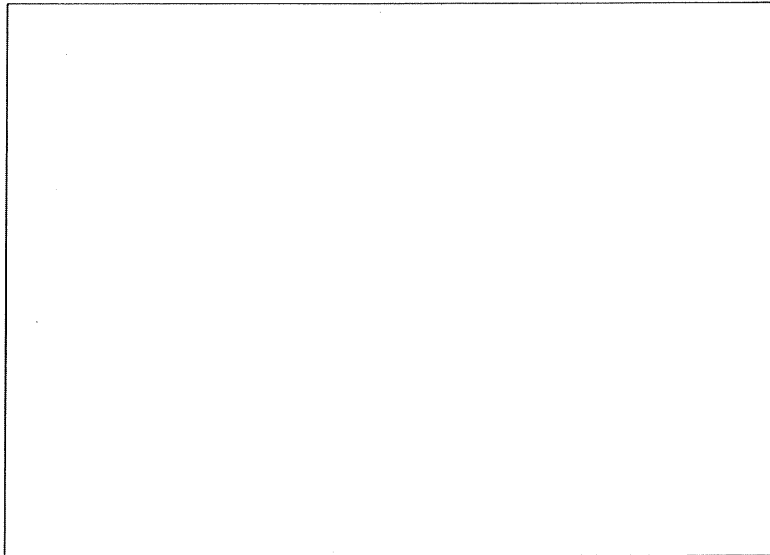


Exhibit 1

Branson Tri-Lakes Building & Home Show  
Feb. 13-14-15, 2015

**Exhibit D - On-site and Off-Site Sign Locations and Size**

**Be Specific (i.e. Corner of Highway 76 & 376 by IHOP)**

**Signs shall not exceed 32 square feet each**

Erect 2/6/15  
uninstall 2/16/15

Signs: all call 4' wide x 3' tall (12 square feet.)

Locations: 1. Koi Garden Plaza 2. Bus 65 near  
Post Office (2-Sided) 3. Pure Country Hwy 248 & 65  
4. HWY property perpendicular to Skaggs/Cox  
5. Branson's First Stop - 220 Branson Hills  
Parkway 6. Corner of Gretna & Reark Valley  
Roads 7. Campground Sign by Eagle Eye  
Automotive Hwy 165 8. Hwy 76 & Gretna  
(Whitgreens) 9. Hwy Island at Gretna  
Road & Hwy 248 (near Harvest Bank) double-  
Sided, 10. Hwy 76 & 376 (IHOP) 11 & 12. Both  
entrances to Chateau on the Lake (2/13-2/15/15)  
double-sided. Will be erected 2/6/15 &  
removed 2/16/15; (weather permitting).

**Call 1-800-DIG-RITE prior to installing signs.**

Exhibit 1

N/A

**CITY OF BRANSON  
INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY:**

\$2,687,594.00 single accident or occurrence  
-bodily injury and property damage  
\$ 403,139.00 single accident or occurrence, any one person  
-bodily injury or death

**AUTOMOBILE LIABILITY INSURANCE:**

\$2,687,594.00 single accident or occurrence  
-bodily injury and property damage owned, non-owned and hired  
vehicles  
\$ 403,139.00 single accident or occurrence, any one person  
-bodily injury or death

**WORKERS' COMPENSATION and EMPLOYERS' LIABILITY:**

\$1,000,000.00 Limit

\*Note: January 1 of each year the sovereign immunity level is reviewed by the state of Missouri, which could change our insurance levels.

**CITY OF BRANSON NAMED ON POLICY**

All insurance policies shall list the City of Branson as the additional insured for the Commercial General Liability as well as the Automobile Liability.

Please use the following address: City of Branson  
Attn: Contract Management  
110 W Maddux Street, Ste. 205  
Branson, MO 65616

No policy can be canceled without a 30 day written notice to the City of Branson.

12/16/2013

Exhibit 1



**Taney County Health Department**

320 Rinehart Road  
Branson, MO 65616  
www.taneycohealth.org  
Tele: 417-334-4544  
Fax: 417-336-9604

**Temporary Food Event Organizer/Food Vendor Application**

By providing the information below, you will assist in identifying and preventing potential public health problems that might occur during your event. **THIS ORGANIZER/FOOD VENDOR APPLICATION MUST BE SUBMITTED TO THE TANEY COUNTY HEALTH DEPARTMENT AT LEAST 30 DAYS PRIOR TO EVENT.** A fee of \$50.00 for county or \$100.00 for city will be required prior to issuing of permit. For more information, call 417-334-4544 ext 247.

1. Name of event: 19th Annual Branson Tri-Lakes Building and Home Show
  2. Event Location: Chateau on the Lake
  3. Dates and times of event: Feb. 13 (2pm-9pm), Feb. 14 (9am-6pm), Feb. 15 (11am-3pm)
  4. Date and time of advance preparation: None
  5. Business Name: The Vacation Channel Date: 1/7/15  
Contact person: Sue Braun
  6. Address: 225 Violin Drive, Branson, MO 65616  
Street number and name City State Zip
  7. Phone: Daytime 417-337-1440 Evening: 417-337-1440 Cell: 417-337-1440  
Fax # 417-334-5209 Email sue.braun@tvc-branson.com
  8. On-site Organizer contact information. Phone# 417-337-1440 Fax 417-334-5209
  9. Time of food booth set-up: 2/12/15 9am-9pm, 2/13/15 8am-1pm
- All food and beverage must be prepared on site or in an approved kitchen (not a home kitchen or motel room). Provide the name and address of the advance preparation facility and dates and times it will be used. (Attach copy of current Health Permit).
- Facility name: N/A  
Address: N/A
10. Discuss transportation temperature methods? (Temp logs need to be provided at the time of inspection) N/A
  11. Structure for temporary kitchen: ☐ Tent with sides ☐ Trailer ☐ Other  
If other, Describe: N/A



## Exhibit 1

12. Describe equipment to be used at the event for:
- a.) Cold holding NA  
Will there be a refrigerated food storage truck on site? [ ] Yes [ ] No
- b.) Hot holding NA
- c.) Cooking NA
- d.) Reheating NA
- e.) Grilling/BBQ NA  
Will the grill be covered [ ] Yes [ ] No
- f.) Utensil washing NA
- g.) Hand washing NA
- h.) Sneeze guards NA

14. Sanitizer Used: ☐ Bleach ☐ Quat ☐ Other \_\_\_\_\_

Need to have the following: ☐ sanitizer test strips ☐ thermometer ☐ gloves ☐ food grade hose ☐  
Backflow prevention device for food grade hose

15. Water/ice source: ☐ On-site municipal supply ☐ Holding tank ☐ other  
If other, Describe:

Holding tanks should be empty on arrival and sanitized prior to filling with potable water. A water sample for coliforms will be taken 24 hours before event begins.

Size of fresh potable water tank N/A Size of gray water tank N/A

16. Backflow preventer on potable water connection provided? ☐ Yes ☐ No

17. How will hot water (110°F) be provided for hand washing and utensil washing? N/A

18. Describe liquid waste/grease disposal method: N/A

19. Describe means of garbage disposal: N/A

20. Energy supply: ☐ Electricity ☐ Propane ☐ Other, if other describe: N/A

### Foods Being Served and Methods of Preparation

[illegible]

Exhibit 1

Thawing method/process to be used at the event:

☐ submerged under running water ☐ thawed in microwave ☐ under refrigeration ☐ not going to thaw

List remaining menu items:

N/A

List any food that will be self serve:

N/A

21. Number of toilet facilities provided? N/A Type: N/A  
Name & Phone # of Company providing service: Chateau on the Lake  
Number of times per day to be serviced (emptied, restocked)? N/A
22. Number of hand wash facilities provided? N/A Type: N/A  
Name & Phone # of Company providing service: Chateau on the Lake  
Number of times per day to be serviced (restocked)? N/A

Please make sure that the application is fully completed prior to submission

Signature of Organizer/Food Vendor: S.D. Braun Date: 1/7/15

Signature of Inspector approving application \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

## Exhibit 1

*This is provided to Chateau on the Lake.*

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/7/2009			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Name and Address of Sub Contractor		INSURERS AFFORDING COVERAGE	NAIC #		
		INSURER A: Carrier			
		INSURER B: Carrier			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
ADDITIONAL TO WORD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> JOINT <input type="checkbox"/> LOG	Policy #	Eff Date	Exp Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADVERTISING \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP/AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Policy #	Eff Date	Exp Date	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ XXXX	Policy #	Eff Date	Exp Date	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPERTY DAMAGE/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Policy #	Eff Date	Exp Date	<input checked="" type="checkbox"/> VIC STATUS <input type="checkbox"/> OTH <input type="checkbox"/> E1 EACH ACCIDENT \$ 1,000,000 <input type="checkbox"/> E1 DISEASE - EA EMPLOYEE \$ 1,000,000 <input type="checkbox"/> E1 DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATION(S), LOCATION(S), VEHICLE(S), EXCLUSIONS ADDED BY ENDORSEMENT(S) SPECIAL PROVISIONS					
City of Branson, 110 W. Maddux St., Suite 205, Branson, MO 65616 is listed as Additional Insured on policy.					
CERTIFICATE HOLDER (417) 335-4354 FAX City of Branson Attn: Contract Management 110 W. Maddux Street, Ste. 205 Branson, MO 65616			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER HAND TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		



# Branson Convention Center 2014 Year End Review

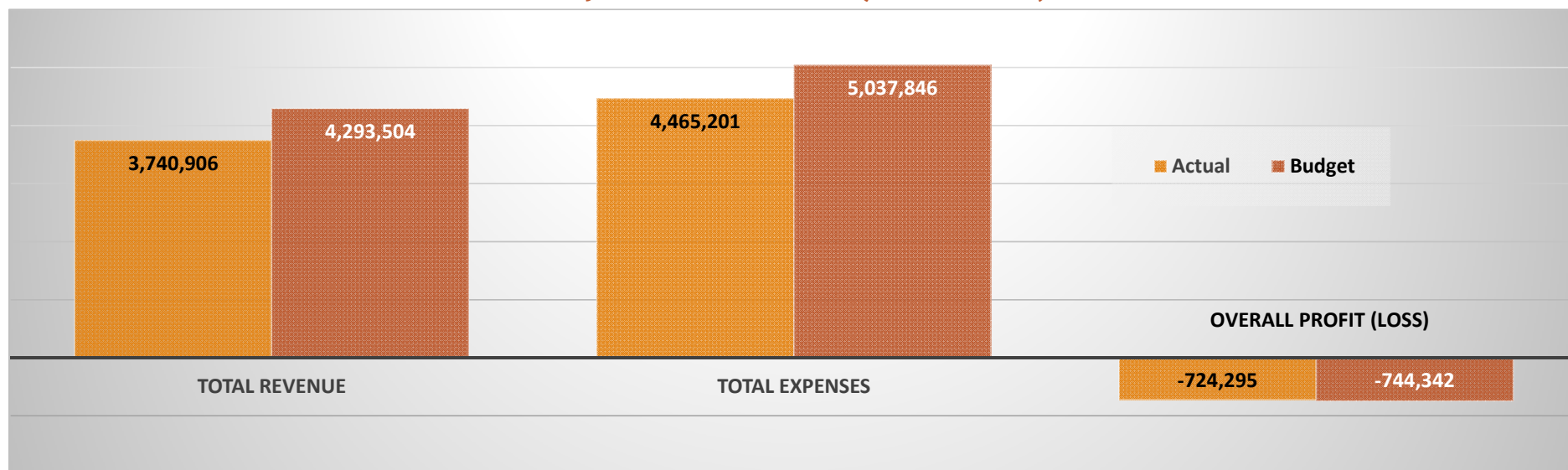
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PRESENTED – JANUARY 27, 2015

**SAVOR...**Branson  
at Branson Convention Center  
BY BRANSON CONVENTION CENTER

## Actual vs. Budget

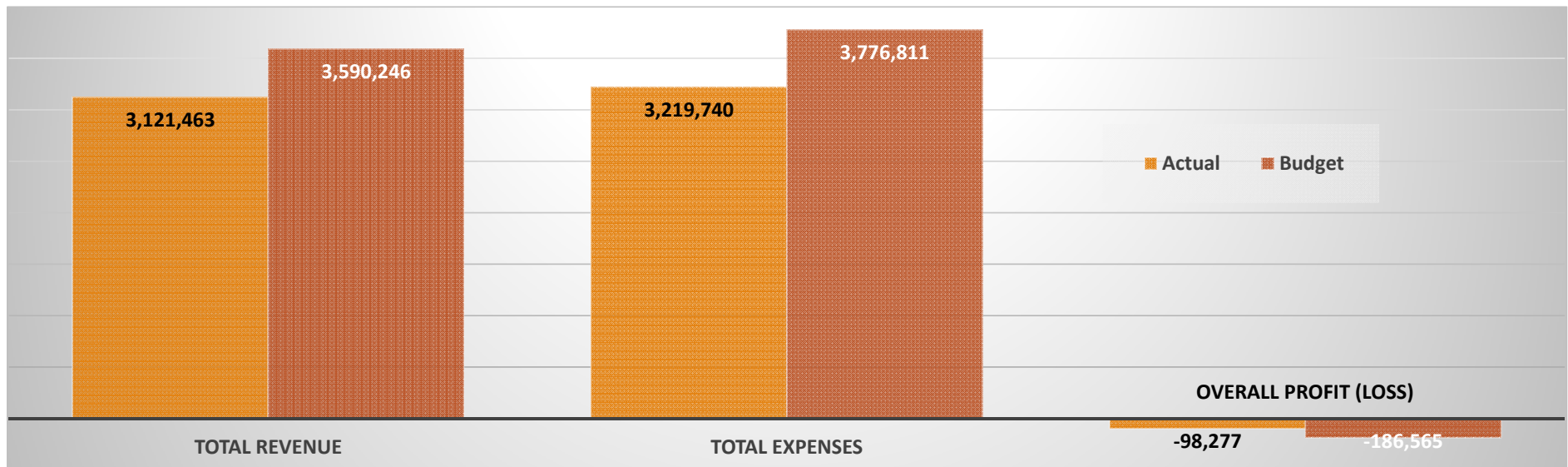
January - December 2014 (Hilton/SMG)



1. **Total Revenue** - Actual Revenue: \$3,740,504 / Budget = \$4,293,504 / Variance = (\$530,767) below budget
2. **Total Expenses** - Actual Expenses: \$4,465,201 / Budget = \$5,037,846 / Variance = \$572,645 below budget
3. **Overall Profit and Loss** – Loss of (\$724,295) exceeded budgeted loss of (\$744,342) by **\$20,047**

## Actual vs. Budget

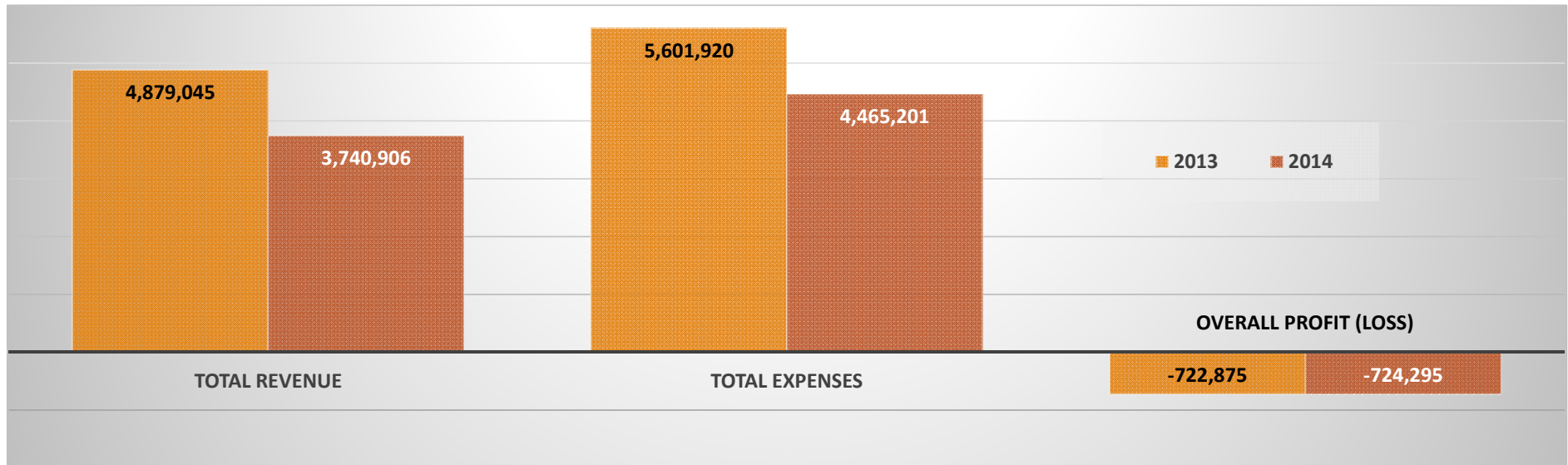
April - December 2014 (SMG)



1. **Total Revenue** - Actual Revenue: \$3,121,463 / Budget = \$3,590,246 / Variance = (\$468,783) below budget
2. **Total Expenses** - Actual Expenses: \$3,219,740 / Budget = \$3,776,811 / Variance = \$557,071 below budget
3. **Overall Profit and Loss** – Loss of (\$98,277) exceeded budgeted loss of (\$186,565) by **\$88,288**

## Comparison of Actuals

January - December 2013 (Hilton) vs. January – December 2014 (Hilton/SMG)



1. **Total Revenue** - 2013: \$4,879,045 / 2014 = \$3,740,906 / Variance = (\$1,138,139) less in 2014 vs. 2013
2. **Total Expenses** - 2013: \$5,601,920 / 2014 = \$4,465,201 / Variance = \$1,136,719 less in 2014 vs. 2014
3. **Overall Profit and Loss** – 2013: Loss of (\$722,875) / 2014: Loss of (\$724,565) – difference of **(\$1,690)**



# Business Overview

## 2014 Year End Review

---

### Financial Review Continued...

1. Room Rental: Overstated in Budget. Missed budget by \$141,053. We have taken measures to make sure that when the space rental fee is waived there is a subsidy provided by our hotel partners or that the minimum required amount of food and beverage dollars spent is increased.
2. Concessions: Missed budget by \$45,473. Ozark Prayer Mountain included in budgeted numbers and then moved to the Oak Ridge Boys Theater. This group has done over \$30K in concessions in years past. Also, to make up the difference, we created the Sycamore Street Coffee Co. that has grossed over \$27,000 in new concessions sales for us in 2014 from October to December.
3. Catering: Missed budget by \$176,856. Over (30) less groups in 2014 versus 2013.
4. Parking: Exceeded budget by \$5,551. Bright spot for 2014. Repaired garage back to working conditions as well as rolled out our new \$5.00 South Parking Lot Event Parking Program. We are anticipating a significant increase in 2015.





# Business Overview

## 2014 Year End Review

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### Financial Review Continued...

5. Salaries & Benefits: Team did a very good job managing labor. Team took a more detailed look starting after the April 2014 transition. We also started job cross training that helped in our convention services team and engineering team.
6. Contracted Services: Missed the budget on this number, but after taking a harder look at the \$174,284 difference we realized that this was not originally correct in budget and is updated for 2015 appropriately.
7. General & Administrative: This number is down by \$361,483. A large part of this was cleaning up our marketing efforts and refocusing them on what will better benefit the convention center for 2015. We have taken a hard look at ad placement, sales calls and our previous provider out of the St. Louis area.



# Business Overview

## 2014 Year End Review

---

### Overall Economic Impact for the Branson Convention Center

#### The Numbers at a Glance....

1. Estimated Group Attendance at BCC in 2014: 54,758 people
2. Estimated Groups: 212 (Average group size 258 Attendees)

\*\*\*(244) Groups in 2013

1. Estimated Group Event Days: 339 Days
2. Estimated Group Room Nights at Hilton Properties: 29,325
3. Estimated Per Capture Rate (Food/Beverage/Rental/A-V): \$68.30 (Jan-Dec) and \$72.95 (April-Dec)



# Business Overview

## 2014 Year End Review

---

### Overall Economic Impact for the Branson Convention Center

2014 the Branson Convention Center was able to be host to a number of significant events:

Conklin Companies

The Branson Collector Car Auction in April & December

MO Trucking Association

Ozark Mountain Prayer Breakfast

Arkansas Trucking Association

Associated Electric

MO Bar Small Solo Firm



# Business Overview

## 2014 Year End Review

---

### Overall Economic Impact for the Branson Convention Center

2014 the Branson Convention Center was able to be host to a number of significant events.

MO Bankers Association

MO Broadcasters Association

(9) Dance/Cheer groups including Stage One Dance Group

MO Healthcare Association

MO Community College Association

Boys & Girls Club of the Ozarks

Finally, we finished the year with over (10) local company Holiday Parties.



# Business Overview

## 2014 Year End Review

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### Customer & Client Satisfaction

Survey Information Since SMG Takeover April 1, 2014: (All Scores based out of 100%)

#### Facility Sales Team:

Knowledgeable: 97.1%

Responsiveness: 95.7%

Professionalism: 97.9%

Readily Available: 95.7%

Clarity of Information: 97.0%



# Business Overview

## 2014 Year End Review

---

### Customer & Client Satisfaction Continued...

#### Facility Event/Catering Team:

Knowledgeable: 99.5%

Responsiveness: 100%

Professionalism: 99.5%

Readily Available: 100%

Clarity of Information: 99.5%



**SAVOR...**Branson  
at Branson Convention Center

# Business Overview

## 2014 Year End Review

---

### Customer & Client Satisfaction

#### Continued...

#### Building Operations & Maintenance:

Courtesy of Building Staff: 97.3%

Cleanliness: 96.9%

Accuracy and timeliness of rooms sets: 97.3%

Exhibitor Electrical: 96.3%

Telecommunications & Internet: 94.6%



**SAVOR...Branson**  
at Branson Convention Center

# Business Overview

## 2014 Year End Review

---

### Customer & Client Satisfaction

#### Continued...

#### Food & Beverage Services:

Responsiveness of F&B Staff in helping plan your function: 96.7%

Staff Follow Through: 95.8%

Menu Quality, selection & value for price paid: 87.4%

Onsite Response Time: 96.7%

Quality of Food: 92.6%





# Business Overview

## 2014 Year End Review

---

### Customer & Client Satisfaction

Continued...

### Food & Beverage Services:

Quality of Service: 96.3%

Cleanliness & Appearance of Banquet Room: 97.2%

Quality & Appearance of Service Staff: 97.2%

Overall performance of food and beverage services: 97.1%

“The Food was the best it has ever been. Our conference attendees and staff are still talking about it!”

-Melissa Ortega, Missouri Primary Care Association



# Business Overview

## 2014 Year End Review

---

### Customer & Client Satisfaction

#### Continued...

Using a scale of 1 to 10 (10 Being the highest) how would you have rated the Branson Convention Center

**PRIOR** to your event: 84.4%

Using a scale of 1 to 10 (10 Being the highest) how do you rate the Branson Convention Center

**AFTER** your event: 94.5%

**Overall Satisfaction: 95.5%**



**SAVOR...Branson**  
at Branson Convention Center

# Business Overview

## 2014 Year End Review

---

### Customer & Client Satisfaction

Continued...

#### Letters Received from Clients:

“I would like to take this opportunity to thank you and your staff for making the John Hagee Ministries Rally a huge success! To date this has been our most successful event in Branson”.

**-Tony Castro, John Hagee Ministries**

“On behalf of PlayCraft, Hampton and Charger Boats, I would like to take this opportunity to say that our annual dealer conference held at the Branson Convention Center on September 14th & 15th, 2014 was a tremendous success.”

**-Joe Dorris, Vice President, PlayCraft/Hampton/Charger Boats**



# Business Overview

## 2014 Year End Review

### Specific Operating Goals, Recycling & Reducing our Carbon Footprint

#### Yearly Reduction of Electrical Consumption by 5% (KWH Reduction Year over Year Comparison)

	<u>Electric 2013</u>	<u>Electric 2014</u>	<u>Reduction</u>
April	425,080	361,400	63,680 (15%)
May	367,280	294,400	72,880 (20%)
June	440,680	401,000	39,680 (9%)
July	462,080	361,560	100,520 (22%)
August	471,760	338,600	133,160 (28%)
September	393,320	289,720	104,225 (26%)
October	485,960	315,040	170,920 (35%)
November	492,040	375,920	116,120 (23%)
December	581,560	354,400	227,160 (39%)
<b>Totals</b>	<b>4,119,760</b>	<b>3,092,040</b>	<b>1,027,720 (25%)</b>

**\*\*\*Since the SMG takeover April 1, 2014 we have reduced our usage by 1,027,720 KWH. That is a 25% reduction in KWH usage. Based on an \$0.11 per KWH Rate in 2014 that translates to an additional savings of \$113,049**

# Business Overview

## 2014 Year End Review

---

### Specific Operating Goals, Recycling & Reducing our Carbon Footprint

#### **Sustainability Goal for the Branson Convention Center** Track & Reduce our Diversion Rate away from our Dumpster

The Goal of the BCC is to reduce our diversion rate away from our landfills. Reduction will consist of a bigger focus on recycling of cardboard, glass, metal and other items. Some measures have included:

- 1. Implemented a glass recycling program. As of December 31, 2014 we have recycled 4,200 lbs. of glass.*
- 2. Composting program that consists of all areas of the convention center including our kitchens and all front of house events. We will start weighing composting barrels in 2015 for more accurate results.*
- 3. Placed recycling bins in all office spaces to help with our efforts.*
- 4. Changed waster provider to receive better pick up and haul rates on our dumpster.*
- 5. Added a cardboard compactor on property to help with diverting cardboard from our dumpster.*



# Business Overview

## 2014 Year End Review

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### Specific Operating Goals, Recycling & Reducing our Carbon Footprint

#### Other New Ideas & Strategic Implementations to reduce our Carbon Footprint

1. We have added occupancy sensors to all public area restrooms & storage areas. This allows lights to be off when the building is dark.
2. Start and stop escalators based off of occupancy. Previous practice was to run escalators all day and night even when there was no group activity in the building. We now work with and inform all clients of this new practice. This is a part of our “Greening Efforts” here at the BCC.
3. All HVAC is controlled based on room use as well as tightening up the start and stop times of all units. We make sure all rooms are monitored daily for this to make sure no HVAC units run at an improper temperature or when space is not in use.
4. Implementing the use of compostable flatware and plates for all exhibit hall shows. This is a nationwide trend and also helps with us reducing our labor costs, chemical use, water use and breakage of glass & china.
5. Diverting Exhibit Shows from Exhibit Hall to Concourse or alternate meeting space to save energy costs for Exhibit Hall. This has been a win-win for both the BCC and clients. This has allowed us to reduce our utilities cost for the building due to the nature of heating/cooling and lighting the hall. It has also given the clients a more central location and attractive location for them to hold their tradeshow. Clients are very happy with the opportunity to do this.

# Business Overview

## 2014 Year End Review

### Pace Reporting 2014 vs. 2015

	2014	Def (2015)	Pace (14 V 15)	Tentative (2015)	Prospect (2015)	Pace with Tentative	(Strong Prospects)	Pace (Tentative/Strong Prospect)
January	\$156,933	\$121,500	-\$35,433	\$0	\$600	\$121,500	\$0	\$121,500
February	\$100,476	\$185,500	\$85,024	\$0	\$0	\$185,500	\$0	\$185,500
March	\$149,398	\$228,065	\$78,667	\$0	\$5,000	\$228,065	\$0	\$228,065
April	\$160,162	\$198,750	\$38,588	\$0	\$3,000	\$198,750	\$0	\$198,750
May	\$154,267	\$103,895	-\$50,372	\$2,500	\$128,000	\$106,395	\$40,000	\$146,395
June	\$534,112	\$409,300	-\$124,812	\$0	\$0	\$409,300	\$0	\$409,300
July	\$173,025	\$238,970	\$65,945	\$0	\$0	\$238,970	\$0	\$238,970
August	\$270,345	\$315,500	\$45,155	\$0	\$48,500	\$315,500	\$0	\$315,500
September	\$131,000	\$247,675	\$116,675	\$0	\$52,500	\$247,675	\$0	\$247,675
October	\$292,295	\$208,275	-\$84,020	\$4,000	\$42,900	\$212,275	\$28,200	\$240,475
November	\$148,700	\$42,000	-\$106,700	\$5,600	\$67,000	\$47,600	\$62,500	\$110,100
December	\$175,398	\$38,000	-\$137,398	\$5,000	\$171,670	\$43,000	\$65,270	\$108,270
Totals	\$2,446,111	\$2,337,430	-\$108,681	\$17,100	\$519,170	\$2,354,530	\$195,970	\$2,550,500

2014 vs 2015

Current Pace: \$104,389

# Business Overview

## 2014 Year End Review

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### Contract Reporting for 2014

#### 2014 New Contracts Signed

- 2014: (16) Contracts Signed in the Year for the Year  
Valued at \$88,575
- 2015: (42) Contracts Valued at \$393,800
- 2016: (8) Contracts Valued at \$268,850
- 2017: (5) Contracts Valued at \$250,100
- 2018: (2) Contracts Valued at \$86,000

**Total New Contracts Signed as of December 31, 2014:**  
**(73) Valued at \$1,087,325**

### Source of Business Booked

- Repeat: (45)
- SMG: (16)
- Hilton: (6)
- CVB: (6)



**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING ANNEXATION OF THE PROPERTIES  
LOCATED AT 175 MEADOW BROOK UNIT 1 AND GARAGE 5, BRANSON,  
MISSOURI.

**FIRST READING:** JANUARY 27, 2015

**FINAL READING:** FEBRUARY 10, 2015

**INITIATED BY:** PLANNING & DEVELOPMENT 

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMMUNITY PLAN 2030:**

C7.1: Work with land owners of unincorporated property (islands within the city limits) less than one acre in size to annex their property.

**STAFF REPORT:**

This bill approves the annexation of the properties located at 175 Meadow Brook Unit 1 and Garage 5. Staff formally presented this petition to the governing body of the City on January 13, 2015. This is the public hearing concerning this matter and the first reading of the ordinance. The January 27, 2015, date for the public hearing is in accordance with the RSMo requirement of no less than fourteen (14) days, nor more than sixty (60) days after this petition was received by the Board of Aldermen.

These properties, a single condominium unit and a single garage, are located south of State Highway 165, east of the Pointe Royale subdivision and west of the Wyndham Fairfield at the Meadows and Fall Creek Resort. The Meadow Brook development is comprised of 60 condominium units and six garages all within the development's common ground which is approximately 5.04 acres more or less. Since 2005, Meadow Brook's common ground, 25 condominium units and three garages have been annexed, thus in addition to this request, 34 units and two garages remain outside the city limits.

Staff has, and will, continue to work with and attempt contact with those owners within Meadow Brook whose property is located in the county. However, through previous conversations, staff has learned the majority of those units not interested in annexation at this time are because of their desire to avoid paying a higher tax rate inside the city limits. For reference, the current tax rate for these properties is 7.1%, and 11.6% if they were located within the City. However, as staff has noted to other property owners, a decrease in insurance and water/sewer rates has typically canceled out the projected tax increase.

Staff has reviewed the file and determined these properties are contiguous with existing city limits. They have also determined there will be minimal impact created from the annexation of them.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:**

N/A

**ATTACHED INFORMATION:**

- 1) Annexation Petition from Property Owner
- 2) Vicinity Maps
- 3) Departmental Comments

PETITION FROM PROPERTY OWNER AT 175 MEADOW BROOK UNIT 1 AND GARAGE 5  
REQUESTING ANNEXATION

Petition Requesting Annexation to the City of Branson  
Parcel ID # 18-6.0-14-003-008-030.001, 18-6.0-14-003-008-037.005

We, the undersigned Roy Allen Henry and Connie S. Henry, husband and wife, hereinafter referred to as the Petitioners, for our petition to the Board of Aldermen of the City of Branson state and allege as follows:

1. That we are the owners of all fee interests of record in the real estate in Taney County, Missouri, described as follows, to wit:

UNIT 1, BUILDING 2, MEADOW BROOK CONDOMINIUMS, A CONDOMINIUM PER THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE D, PAGES 228-233, TANEY COUNTY, MISSOURI, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS THEREOF, TOGETHER WITH THE CORRESPONDING PERCENTAGE INTEREST IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS APPURTENANT THERETO.

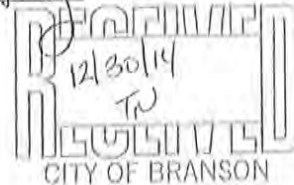
GARAGE UNIT G5, MEADOW BROOK CONDOMINIUMS, A CONDOMINIUM PER THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE D, PAGES 222-226, TANEY COUNTY, MISSOURI, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS THEREOF, TOGETHER WITH THE CORRESPONDING PERCENTAGE INTEREST IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS APPURTENANT THERETO.

2. That said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous to the existing corporate limits of the City of Branson, Missouri.
4. That we request that the said real estate to be annexed to, and be included within the corporate limits of, the City of Branson, Missouri, as authorized by the provisions of Section 71.012, RSMo.
5. That we request the Board of Aldermen of the City of Branson to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Branson to include the above described real estate.

This Petition Requesting Annexation, made this 18<sup>th</sup> day of December, 2014

Roy Henry  
Property Owner

Connie S. Henry  
Property Owner



VERIFICATION

STATE OF Missouri )  
 )  
COUNTY OF Greene ) SS.

COMES NOW Roy Allen Henry, being of lawful age and after being duly sworn, states that [he/she] has read the foregoing Petition Requesting Voluntary Annexation of Property into the City of Branson and that the facts therein are true and correct according to [his/her] best knowledge and belief.

Roy Henry  
Petitioner

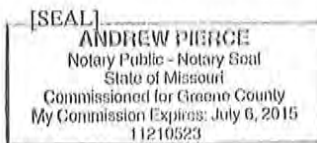
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Andrew Pierce

Notary Public Andrew Pierce

My Commission Expires:

July 6, 2015



VERIFICATION

STATE OF MISSOURI       )  
  )  
COUNTY OF GREENE       )     SS.

COMES NOW Connie S. Henry, being of lawful age and after being duly sworn, states that [he/she] has read the foregoing Petition Requesting Voluntary Annexation of Property into the City of Branson and that the facts therein are true and correct according to [his/her] best knowledge and belief.

Connie S. Henry  
Petitioner

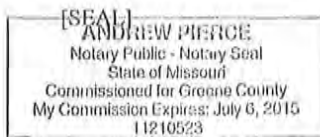
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Andrew Pierce

Notary Public     ANDREW PIERCE

My Commission Expires:

July 6, 2015



ACKNOWLEDGMENT OF PROPERTY OWNERS

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF GREENE )

On this 16 day of December, 2014, before me personally appeared  
Roy Allen Henry and Connie S. Henry, to me known to be the persons described in and who jointly executed the  
foregoing Petition For Annexation, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last  
above written.

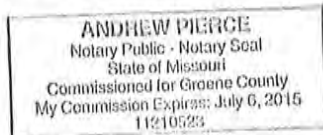
A. Pierce

Notary Public ANDREW PIERCE

My Commission Expires:

July 6, 2015

[SEAL]





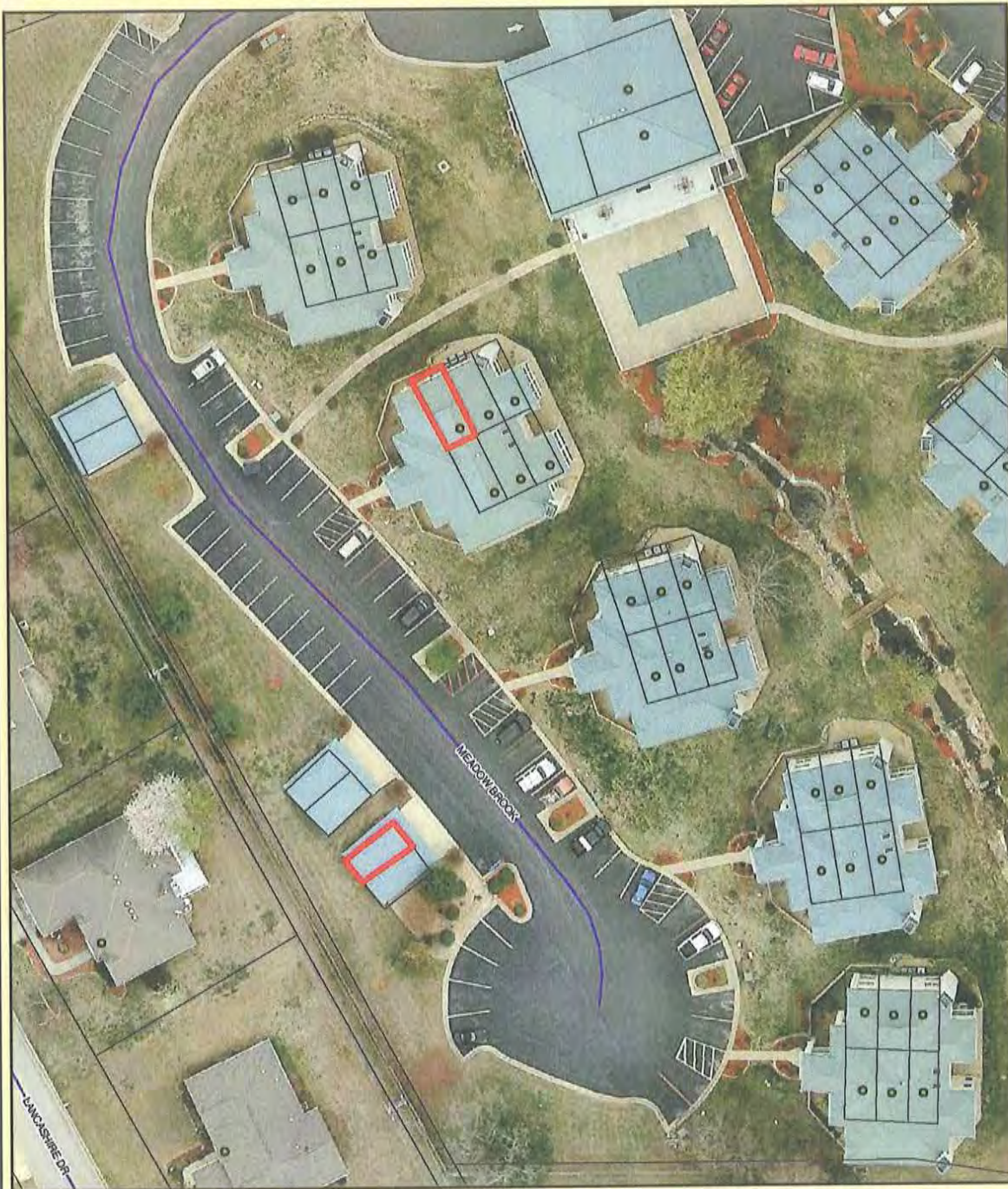
## VICINITY MAP

### 175 Meadow Brook Unit 1 and Garage 5 City of Branson, Missouri

City of Branson, Taney County, Missouri  
Planning and Development Dept.  
December 2014



0 4.75 9.5 19 38.5 77 Feet





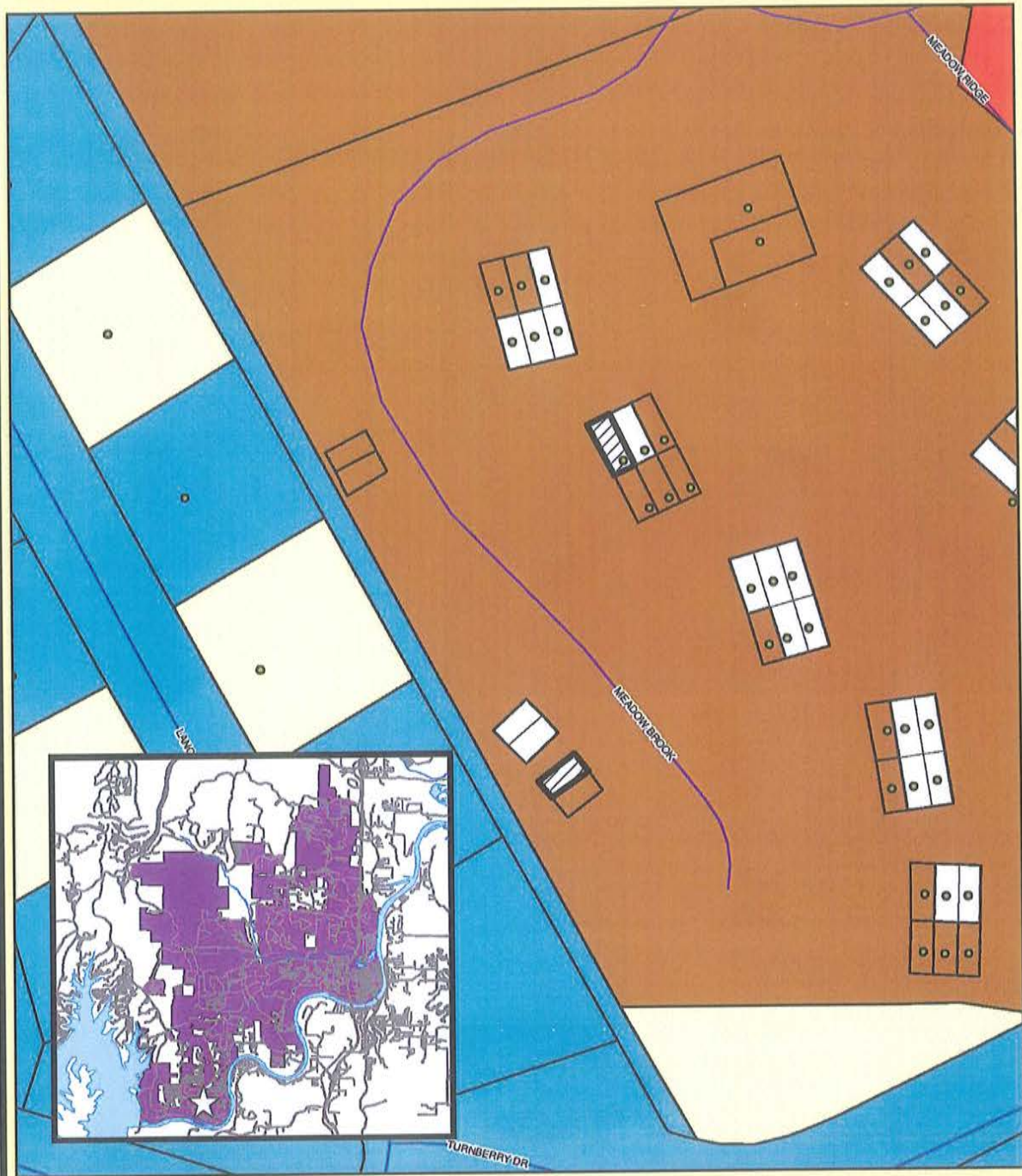
## VICINITY MAP

175 Meadow Brook Unit 1 and Garage 5  
City of Branson, Missouri

City of Branson, Taney County, Missouri  
Planning and Development Dept.  
December 2014



0 5 10 20 30 40 Feet





Department Impact	Located in Planned Growth Area	Service Impact	Budget Impact
<b>Fire Department:</b>	Yes <input checked="" type="checkbox"/>	None _____	None _____ Minimal <input checked="" type="checkbox"/>
	No _____	Minimal <input checked="" type="checkbox"/> or	Significant NA
	or NA _____	Significant _____	If so, budgeted for 2015?
			Yes <input type="checkbox"/> x <input type="checkbox"/> No <input type="checkbox"/>
The proposed property is located within the city limits but unknown if the surrounding units have been annexed. There are two fire hydrants, one approximately 350 feet and one approximately 100 feet from the building Fire Department Connection. The building has a fire sprinkler system installed but unsure of proper installation. The building does not have a fire alarm system. The 911 address is posted correctly as well as the street sign. Unsure if there will be any jurisdictional issues between the city and county fire protection since it is unknown if the other units have been annexed.			
Name: Randy Fogle		Date: 12/23/2014	
<b>Police Department:</b>	Yes <input checked="" type="checkbox"/>	None _____	None _____ Minimal <input checked="" type="checkbox"/>
	No _____	Minimal <input checked="" type="checkbox"/> or	Significant NA
	or NA _____	Significant _____	If so, budgeted for 2015?
			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
No issues with annexation of this property.			
Name: Lt. E.J. Jones #204		Date: 12-22-2014	
<b>Engineering/ Public Works Department:</b>	Yes <input checked="" type="checkbox"/>	None <input checked="" type="checkbox"/>	None _____ Minimal _____
	No _____	Minimal _____ or	Significant NA <input checked="" type="checkbox"/>
	or NA _____	Significant _____	If so, budgeted for 2015?
			Yes <input type="checkbox"/> No <input type="checkbox"/>
No Comments			
Name: Keith Francis		Date: 12/22/2014	
<b>Utilities Department:</b>	Yes <input checked="" type="checkbox"/>	None _____	None <input checked="" type="checkbox"/> Minimal _____
	No _____	Minimal _____ or	Significant NA
	or NA _____	Significant _____	If so, budgeted for 2015?
			Yes <input type="checkbox"/> No <input type="checkbox"/>
No issues.			
Name: Kendall Powell		Date: January 9, 2015	
<b>Finance Department:</b>	Yes <input checked="" type="checkbox"/>	None _____	None _____ Minimal <input checked="" type="checkbox"/>
	No _____	Minimal <input checked="" type="checkbox"/> or	Significant NA
	or NA _____	Significant _____	If so, budgeted for 2015?
			Yes <input type="checkbox"/> No <input type="checkbox"/>
No Comments			
Name: Laura Cather		Date: 1/14/15	
<b>Planning &amp; Dev. Department:</b>	Yes <input checked="" type="checkbox"/>	None <input checked="" type="checkbox"/>	None <input checked="" type="checkbox"/> Minimal _____
	No _____	Minimal _____ or	Significant NA
	or NA _____	Significant _____	If so, budgeted for 2015?
			Yes <input type="checkbox"/> No <input type="checkbox"/>
No issues with annexation. Thirty-Four units remain outside the city limits.			
Name: Tara Norback		Date: 12/22/14	

BILL NO. 4700

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING ANNEXATION OF THE PROPERTIES LOCATED AT 175 MEADOW BROOK UNIT 1 AND GARAGE 5, BRANSON, MISSOURI.**

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**WHEREAS**, on December 30, 2014, a verified petition signed by all the owners of the real estate hereinafter described requesting annexation of said territory into the City of Branson, Missouri, was filed with the city clerk; and

**WHEREAS**, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Branson, Missouri; and,

**WHEREAS**, a public hearing concerning said matter was held at the City Hall in Branson, Missouri, at the hour of 7:00 pm on January 27, 2015; and,

**WHEREAS**, notice of said Public Hearing, was given by publication of notice thereof, on Saturday, January 17, 2015, in the Branson Tri-Lakes News, a weekly newspaper of general circulation in the County of Taney, State of Missouri; and

**WHEREAS**, at said Public Hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and,

**WHEREAS**, no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Branson, Missouri within fourteen days after the public hearing; and

**WHEREAS**, the Board of Aldermen of the City of Branson, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the city; and

**WHEREAS**, the city is able to furnish normal municipal services to said area within a reasonable time after annexation; now

**THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: Pursuant to the provision of Section 71.012 RSMo the following described real estate is hereby annexed into the City of Branson, Missouri, to wit:

See Exhibit 'A'

Section 2: The boundaries of the City of Branson, Missouri, hereby are altered so as to encompass the above described tract of land lying adjacent and contiguous to the present corporate limits.

Section 3: The City Clerk of the City of Branson hereby is ordered to cause three certified copies of this Ordinance to be filed with the Taney County Clerk.

Section 4: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

 1-20-13  
\_\_\_\_\_  
William Duston  
City Attorney

**EXHIBIT 'A'**

175 Meadow Brook Unit 1 and Garage 5  
Parcel ID # 18-6.0-14-003-008-030.001, 18-6.0-14-003-008-037.005

UNIT 1, BUILDING 2, MEADOW BROOK CONDOMINIUMS, A CONDOMINIUM PER THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE D, PAGES 228-233, TANEY COUNTY, MISSOURI, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS THEREOF, TOGETHER WITH THE CORRESPONDING PERCENTAGE INTEREST IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS APPURTENANT THERETO.

GARAGE UNIT G5, MEADOW BROOK CONDOMINIUMS, A CONDOMINIUM PER THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE D, PAGES 222-226, TANEY COUNTY, MISSOURI, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS THEREOF, TOGETHER WITH THE CORRESPONDING PERCENTAGE INTEREST IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS APPURTENANT THERETO.

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL ACCEPTING THE PROPOSAL OF OZARKS COCA-COLA/DR. PEPPER BOTTLING COMPANY PERTAINING TO MERCHANDISE RESALE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** JANUARY 27, 2015

**FINAL READING:** FEBRUARY 10, 2015

**INITIATED BY:** PARKS & RECREATION DEPARTMENT 

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

A - Community Objective: We will ensure the efficient and appropriate use of public funds by being good financial stewards on behalf of our residents and businesses.

**STAFF REPORT:**

Two qualified bids were received on November 6, 2014 for vending operations to provide soda, water and power aide for resale at the Branson RecPlex concessions. Bids were received from Ozark Coca-Cola Dr. Pepper Bottling Company and Pepsi Beverages Company. A cost analysis was completed over the proposed five years of the contact, taking into account both costs and revenues. Each companies cost per case was evaluated for each year (2015-2019) with a 4% yearly increase in case cost per the proposals. Revenues were calculated based on the number of cases that the RecPlex sold in 2013. The revenues accounted for a case rebate, vending percentage rebate and additional sponsorships. Final analysis was completed by subtracting revenue from the overall cost of purchasing the product for resale at the concessions.

After careful calculation and consideration, the bid award winner was Ozark Coca-Cola Dr. Pepper Bottling Company. A contract in the amount not to exceed \$23,500.00, which will be recouped through the sale of the product, is recommended. The contract was reviewed and approved by the Advisory Park Board and is within 2015 budget appropriations.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** 230-1582-540.40-60 

**ATTACHED INFORMATION:**

BILL NO. 4701

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING THE PROPOSAL OF OZARKS COCA-COLA/DR. PEPPER BOTTLING COMPANY PERTAINING TO MERCHANDISE RESALE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson advertised for proposals for a vending contract for the Branson RecPlex concession operations; and

**WHEREAS**, of the proposals which were received, Ozarks Coca-Cola / Dr. Pepper Bottling Company has been recommended for approval by staff; and

**WHEREAS**, the Board of Aldermen desires to award the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby accepts the proposal of Ozarks Coca-Cola / Dr. Pepper Bottling Company pertaining to merchandise resale for an amount not to exceed \$23,500.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.


Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
William T. Duston  
City Attorney

## SERVICES CONTRACT

THIS CONTRACT made and entered into this 4<sup>th</sup> day of December, 2014, by and between the City of Branson, Missouri (the "City") and **Ozarks Coca-Cola/Dr. Pepper Bottling Company** ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The initial term of the contract will be from a date beginning on April 1, 2015 to a date ending December 31, 2015. Thereafter, the City may renew this contract for four (4) successive renewal terms of one (1) year each. Additional one year terms will require City Board of Aldermen approval. The City reserves the right to either accept or reject any commission adjustments submitted in writing ninety (90) days prior to the end of the current contract period as part of the City's consideration for the**

Ozarks Coca-Cola/Dr. Pepper Bottling Company

**contract extension.** At expiration of contract any holding over for any cause shall be considered to be an extension on a month to month basis on the terms and conditions specified herein, in so far as they are applicable. "Holding over" includes, but is not limited to, time employed by Ozarks Coca-Cola/Dr. Pepper Bottling Company in removing equipment at the expiration of the agreement.

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty Three Thousand Five Hundred Dollars (\$23,500.00)**, all of which is dependent upon budget appropriations.

8. **Compensation.** It is expressly understood that the commission rates listed in **Exhibit B** will be in effect from **April 1, 2015 to December 31, 2015**. **These rates may be subject to change for each renewal period, depending on the acceptance or rejection of any commission adjustments submitted by the Service Provider.**

9. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under



this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach.

C. Surviving Terms. Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

10. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

11. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

12. **Performance.** It is understood by the parties that time is of the essence in this contract.

13. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal

Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

**15. City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

**16. Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

**17. Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than two million six hundred eighty seven thousand five hundred ninety four dollars (\$2,687,594.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.

B. Automobile liability insurance with a company authorized to do business in the State of Missouri having limits of liability not less than two million six hundred eighty seven thousand five hundred ninety four dollars (\$2,687,594.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than one million dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

18. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

19. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

20. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

☐ \_\_\_\_ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

21. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

22. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

23. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

24. **Contact Information:** City of Branson  
Attn: Contract Management  
110 W Maddux St., Ste 205  
Branson, MO 65616  
417-337-8522  
fax: 417-335-4354 – Attn: Contract Management

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

**SERVICE PROVIDER:**

By: Steve Williams  
(Signature)

Name: Steve Williams  
(Printed Name)

Company Name: Ozarks Coca-Cola/Dr Pepper

Address: 1777 N. Packer Rd.  
Spfld. MO 65803

Phone: 417-865-9990

Fax: \_\_\_\_\_

Tax ID: 10269878

**CITY OF BRANSON, MISSOURI**

\_\_\_\_\_  
Raeanne Presley  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa K. Westfall  
City Clerk

**APPROVED AS TO FORM:**

W.T. Duston 11/21/11  
William T. Duston  
City Attorney

Coca-Cola Dr. Pepper Bottling Co  
1777 N. Packer Rd.  
Springfield, MO 65803

## SCOPE OF WORK

1. Purpose: Coca-Cola Dr. Pepper Bottling Co. agrees to be the vending operator as outlined in accordance with the general requirements.
2. General Requirements:

The requirements described herein are considered reasonable to meet the City's needs.

### 2.1 Operator Responsibilities/Scope of Work

Coca-Cola Dr. Pepper Bottling Co. shall perform, maintain, and operate a soda vending program, including performance of all required duties, including but not limited to, supplying vending machines (bottle, can and/or fountain) and related equipment, installing equipment, upkeep of equipment, supplying brand name products, filling machines with product, collecting funds from machines and remitting commissions and other financial considerations to the City.

### 2.2 Term

This Contract will be in effect for a period of five (5) years, the base year plus up to four (4) additional one (1) year renewal periods, subject to all the terms and conditions set forth herein.

The City reserves the right to either accept or reject any commission adjustments submitted in writing ninety days prior to the end of the current contract period as part of the City's consideration for the contract extension.

At expiration of contract any holding over for any cause shall be considered to be an extension on a month to month basis on the terms and conditions specified herein, in so far as they are applicable. "Holding over" includes, but is not limited to, time-employed by Coca-Cola Dr. Pepper Bottling Co. in removing equipment at the expiration of the agreement.

### 2.3 Vending Machines/Equipment

Pricing is based on the use of new or acceptable refurbished vending machines with non-resettable cash accounting meters and bill validators. All equipment must be UL rated.

The City reserves the right to add or delete equipment as demand dictates.

### 2.4 Quantity/Type of Equipment

The City reserves the right to approve number and types of vending machines.

## 2.5 Facility Readiness

Any utility or structural upgrades to the facility required to place certain machines must be approved by the City in advance and funded by the operator. Funds needed for any upgrades shall not diminish in any manner the proposed financial proceeds to the City.

All equipment and utility or structural upgrades must comply with all City and State of Missouri food service codes and all proper local permits as required.

Any permanent upgrades to the facilities by the Coca-Cola Dr. Pepper Bottling Co. shall remain at the location and shall become the property of the City without any further compensation to the Coca-Cola Dr. Pepper Bottling Co. by the City. Permanent upgrades include, but are not limited to utility upgrades, countertops attached to the facility, any other device or structure attached to the facility.

The City will supply utility services limited to, water, sewerage and electrical. Furthermore, it is agreed that the City shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control, including but not limited to, City's alteration, repair or improvement of the premises

## 2.6 Additional Equipment

Additionally, the Coca-Cola Dr. Pepper Bottling Co. must be prepared to add machines at the request of the City at various future locations at the discretion of the City of Branson Parks and Recreation Director.

## 2.7 Change Machines

All machines shall have changers, bill validators and possibly credit/debit card readers to eliminate the need for separate change machines.

## 2.8 Accessibility

All machines must comply with all accessibility requirements established by the local, state, and federal guidelines.

## 2.9 Non-profitable machines

Non-profitable machines must be left in place. Removal of non-profitable machines will only be allowed after the City gives prior written permission.

## 2.10 Care of Equipment

Machines should be kept clean and free of graffiti.

## 2.11 Equipment Removal

Coca-Cola Dr. Pepper Bottling Co. shall not remove equipment from any location without the City's written consent. (Exception: Machines may be exchanged for like machines without receiving prior consent, however, the machine must be new or refurbished and the Coca-Cola Dr. Pepper Bottling Co. shall advise the City in writing immediately following a change of equipment.)

#### 2.12 Advertising

All language and slogans must be in good taste and compliment the professional image of the City and should promote good public relations.

#### 2.13 Compliance with Laws/Permits/Licenses

Coca-Cola Dr. Pepper Bottling Co. shall be responsible for obtaining all licenses, permits and permissions.

#### 2.14 Product Stocking

Machines shall be kept continuously stocked with fresh, quality, and brand name merchandise. At times Coca-Cola Dr. Pepper Bottling Co. may be required to provide certain commodities at the request of the City.

#### 2.15 Product Pricing

Changes in the vend price must conform, where applicable, to initial proposal specifications. No change in the vend price of products shall be made without the written consent of the City.

#### 2.16 Commissions

Commission payments shall be based on gross receipts. The term "gross receipts" is hereby defined to mean receipts from all sales from all business conducted upon or from the premises by the Coca-Cola Dr. Pepper Bottling Co. and all others. Gross Receipts shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided such sales have been included in Gross Receipts.

#### 2.17 Operator Personnel

All personnel associated with your organization that will be servicing the City locations will be required to display proper identification. Coca-Cola Dr. Pepper Bottling Co.'s employees will be subject to the rules and regulations of the City while on the City's premises.

#### 2.18 Reports/Payments

Monthly sales/commission report shall be generated monthly.



All commission checks should be made payable to the City of Branson and forwarded together with all usual accounting and financial reports and monthly collection tickets.

#### 2.19 Service calls

Coca-Cola Dr. Pepper Bottling Co. shall respond to requests for service within a reasonable amount of time so as to minimize the loss of revenue. Regular service shall be made available between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding City recognized holidays.

#### 2.20 Tax Obligations

Coca-Cola Dr. Pepper Bottling Co. is responsible for any tax obligations.

#### 2.21 Refunds

Equipment malfunctions will from time to time result in loss to vending machine customers. Coca-Cola Dr. Pepper Bottling Co. should allow for recovery of lost monies.

#### 2.22 Complaints

The Coca-Cola Dr. Pepper Bottling Co. agrees to designate an agent or representative upon whom any and all complaints, demands, or notices of any kind, which the City may desire to give or deliver to Coca-Cola Dr. Pepper Bottling Co. in connection with the contracted services, may be served. If Coca-Cola Dr. Pepper Bottling Co. wishes to change its designated agent or representative, Coca-Cola Dr. Pepper Bottling Co. agrees to notify the City in writing. Said person will meet and confer with Parks and Recreation Director or his/her designee, upon request, to discuss any and all complaints, demands or notices of any kind.

#### 2.23 Right to Audit

The Coca-Cola Dr. Pepper Bottling Co. shall maintain financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Coca-Cola Dr. Pepper Bottling Co. shall retain these records for a period of three years after final payment, or until the City audits them whichever event occurs first. These records shall be made available during the term of the contract and the subsequent one-year period for examination, transcription, and audit by the City, its designees, or other authorized bodies. Such audits will be conducted during normal business hours.

**PRICING PAGE**

The Coca-Cola Dr. Pepper Bottling Co. provided commission-pricing information as specified below to provide vending operations in accordance with the terms and conditions of the contract.

001. Percentage of vending gross sales to the City in the amount of 47 %

002.	Soda	20 oz.	\$ 0.57 / bottle	\$ 13.72 / case
003.	Water	20 oz.	\$ 0.46 / bottle	\$ 11.00 / case
004.	Sport Drink	20 oz.	\$ 0.68 / bottle	\$ 16.27 / case
005.	Tea	18.5 oz.	\$ 1.17 / bottle	\$ 14.00 / case

006. Maximum pricing percentage increase each year 4 %

007. Rebate price for total number of cases sold per year in the amount of \$ 4.00 / case

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING A PRE-ANNEXATION AGREEMENT FOR THE PROPERTIES OWNED BY 7M HOLDINGS, LLC. LOCATED AT 179, 187, 200, AND 230 THUNDER RIDGE ESTATES DRIVE, AND 122 AND 132 RAINFALL CIRCLE AND 133 THUNDER RIDGE COURT IN THUNDER RIDGE ESTATES, PHASE I, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** JANUARY 27, 2015

**FINAL READING:** FEBRUARY 10, 2015

**INITIATED BY:** UTILITIES DEPARTMENT 

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.

**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

Comp Plan Number: LAND USE Action 2.3.1 Ensure all annexation agreements, subdivision improvements and other subsequent commitments between the City and the annexee clearly identifies the intent and/or purpose of future development to assure the intent or purpose will be achieved and the City's policies and strategies are being met.

**STAFF REPORT:**

7M Holdings, LLC. has submitted a request for sewer service to their properties at 179, 187, 200, and 230 Thunder Ridge Estates Drive, and 122 and 132 Rainfall Circle and 133 Thunder Ridge Court, described as all of Lot 31, 35, 36, 41, 47, 55, and 56 in Thunder Ridge Estates, Phase I, located in Taney County, Missouri. Currently these properties are not contiguous to the City limits. In order to receive City sewer service for these non-contiguous properties, under City code, the owner is required to sign a Pre-Annexation Agreement. This Pre-Annexation Agreement contains requirement for all new structures and future improvements made on these properties to be in accordance with City code and allows for future annexation of the properties at the City's discretion.

If this Pre-Annexation Agreement is approved, single family homes are to be constructed on these lots and will be connected to the Bee Creek sewer main. Sewer service fees will be charged to the properties at the established outside City sewer rate until the properties are annexed.

The property owners have agreed to the terms of the Pre-Annexation Agreement and have signed the document being considered.

The Bee Creek collection lines, associated lift stations and the Compton Drive Wastewater Treatment Plant have adequate capacity to accept the anticipated sewer flows to be generated from these properties.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** N/A



**ATTACHED INFORMATION:** Location Maps

BILL NO. 4702

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A PRE-ANNEXATION AGREEMENT FOR THE PROPERTIES OWNED BY 7M HOLDINGS, LLC. LOCATED AT 179, 187, 200, AND 230 THUNDER RIDGE ESTATES DRIVE, AND 122 AND 132 RAINFALL CIRCLE AND 133 THUNDER RIDGE COURT IN THUNDER RIDGE ESTATES, PHASE I, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson desires to protect the environment by providing central sewer services to as many outlying residents as are feasible; and

**WHEREAS**, pursuant to Section 100.050 of the Branson Code of Ordinances, the city is authorized to enter into contracts to provide city services beyond its corporate boundaries; and

**WHEREAS**, 7M Holdings, LLC is the owner of certain real properties located in Taney County, Missouri; and

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the Pre-Annexation Agreement with 7M Holdings, LLC, located at 179, 187, 200, and 230 Thunder Ridge Estates Drive, and 122 and 132 Rainfall Circle and 133 Thunder Ridge Court in Thunder Ridge Estates, the owner of Lots 31, 35, 36, 41, 47, 55, and 56, within the final plat of Thunder Ridge Estates, Phase 1 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.


Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

 1-21-15  
\_\_\_\_\_  
William T. Duston  
City Attorney

**PRE-ANNEXATION AGREEMENT**  
**FOR THE CONNECTION OF CITY UTILITIES OUTSIDE CITY LIMITS BETWEEN**  
**THE CITY OF BRANSON AND 7M HOLDINGS, LLC**

Proximity to Corporate City Limits: Non-Contiguous

Service(s) to be provided: Sewer Service

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between 7M Holdings, LLC, located at 179, 187, 200, and 230 Thunder Ridge Estates Drive, 122 and 132 Rainfall Circle and 133 Thunder Ridge Court (hereinafter referred to as the "Owner") and the CITY OF BRANSON, a municipal corporation located in the State of Missouri, (hereinafter referred to as the "City.")

**WITNESSETH:**

**WHEREAS**, the Owner desires to connect the above listed City public utilities for service to the Owner's property (hereinafter referred to as "The Property"); and,

**WHEREAS**, pursuant to Ordinance 2011-0051, the City is authorized to enter into contracts to provide City utility services beyond its city limits; and,

**WHEREAS**, the safe and adequate supply of potable water and the safe and adequate disposal of wastewater, within the close proximity of the City limits is of importance to the City in regards to protecting public health and the environment; and,

**WHEREAS**, the Owner desires to enter into this Pre-Annexation Agreement which provides provisions and requirements for connection to City public utilities and future annexation of The Property and,

**WHEREAS**, it is to the mutual benefit of the parties hereto to enter into this Agreement; and,

**WHEREAS**, the Owner acknowledges that The Property shall be subject to all City ordinances, building codes, fire codes, resolutions and other regulations of the City, as they may be amended from time to time so as to prevent disasters, protect lives and protect property.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AS SET FORTH HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. OWNERSHIP:

The Owner represents that they are the sole Owner of The Property described in Exhibit "A" and shown in Exhibit "B", both attached hereto and made part of this Agreement, located in Taney County, Missouri, and agrees this Pre-Annexation Agreement shall be recorded with the Recorder of Deeds, at the Owner's expense, and said Agreement shall be binding upon the parties hereto, their respective successors, heirs, transferees, administrators, contract purchasers, executors, grantees and assigns and shall constitute covenants running with The Property, or any portion thereof which may be sold, until the property is annexed by the City. Connection for service shall not be allowed until these documents are recorded and all costs are reimbursed to the City.

2. WATER SERVICES: (If Applicable)

The City shall allow the Owner to connect a private water service line(s), serving The Property, to the City water main system under the following conditions:

- a) Owner shall obtain, through the City Water Connection Application process, an application for construction and approval of a water service connection. Owner shall procure all required City water connection and inspection permits, and pay required system connection charges, water meter installation costs and inspection fees prior to connection to the City water system.
- b) City shall tap the existing City water main for connection to a water meter. City shall install a water meter and auto read device, supplied by City or Owner, meeting current City specifications for meter type and auto read capabilities. Owner may elect to install said meter in accordance to City specification under the observance of City personnel. City shall maintain and replace the water meter and auto read device in accordance with City maintenance and replacement schedules.
- c) Furthermore, Owner shall, at their expense, design, construct and install in accordance with City Code all necessary water service line(s) and associated equipment, beyond the water meter, serving The Property described in Exhibit "A".
- d) Owner agrees to allow the City to inspect and observe the construction and installation of said water service line(s) and associated equipment in order to ascertain and determine that the same are in compliance with City Code. Owner shall be responsible for testing the installed water service line(s) and associated equipment in accordance with City Code prior to connection to the City water system. City staff shall observe and confirm test results for compliance with City Code.
- e) Following approved inspection and testing, Owner shall be responsible for connection of the water service line to the water meter.

- f) Owner shall be responsible for the operation, maintenance and repair of the water service line(s) and associated equipment conveying potable water beyond the water meter to The Property's private water system. Maintenance shall be adequate to minimize, to the extent possible, any leaks within the private water system.
- g) The Owner agrees that no other property owner shall be allowed to connect to the private water service line(s) serving The Property under this Agreement.
- h) The Owner shall be assessed a monthly water user rate as established and amended in accordance with City Code.
- i) Non-payment for water service shall result in disconnection of water service to The Property in accordance with City Code.
- j) Any new structures or facilities constructed on The Property that utilize City water services after the date of this agreement shall require additional permitting for approval of connection to said facilities or buildings and shall be subject to additional connection, permit and inspection fees and installation costs.
- k) Both City and Owner agree that lack of adequate capacity in the City water mains, water treatment plants, or denial of the Missouri Department of Natural Resources to approve additional connections, shall be sufficient and adequate reasons to deny connection of additional structures or facilities on The Property.

### 3. SEWER SERVICES: (If Applicable)

The City shall allow the Owner to connect a private sanitary sewer service line(s) serving The Property to the City sewer collection system under the following conditions:

- a) Owner shall obtain, through the City Sewer Application process, a sewer connection permit for approval of a sewer service connection. Owner shall procure all required City sewer connection and inspection permits, and pay required system connection charges and inspection fees prior to connection to the City sewer system.
- b) Owner shall, at their expense, design, construct and install all necessary sewer service line(s) and any required private pumping equipment serving The Property described in Exhibit "A".
- c) Owner shall construct the sewer service line(s) and any required private pumping equipment to serve The Property in accordance with City Code.

- d) Owner agrees to allow the City to inspect and observe the construction of said sewer service line(s) and required private pumping equipment in order to ascertain and determine that the same are in compliance with City Code. Owner shall be responsible for testing the installed sewer service line(s) in accordance with City Code prior to connection to the City sewer system. City staff shall observe and confirm test results for compliance with City Code.
- e) Following approved inspection and testing, Owner shall be responsible for connection of the sewer service line(s) to the City sewer system in accordance with City Code and under the observance of City staff.
- f) Owner shall be responsible for the operation, maintenance and repair of the sewer service line(s) and any required private pumping equipment conveying wastewater from The Property to the City sewer system. Maintenance shall be adequate to minimize, to the extent possible, Inflow & Infiltration (I&I) into the sewer service line(s). The City reserves the right to periodically monitor flows from the sewer service line to assure said flow does not exceed more than 250 percent (250%) of the daily average sewer flows during a wet weather event. Should (I&I) exceed this amount Owner shall take immediate action to mitigate the source and intrusion of (I&I).
- g) Owner agrees that no other property owner shall be allowed to connect to the private sewer service line(s) serving The Property under this Agreement.
- h) Owner shall be assessed a monthly sewer user rate as established and amended by City Code.
- i) Owner agrees that within sixty (60) days of connection to the City sewer system Owner shall properly abandon, at Owner's expense, any previously utilized sewer handling or treatment system located on The Property. Abandonment of said system shall be in accordance with City Code.
- j) Any new structures or facilities constructed on The Property that utilize City services after the date of this agreement shall require additional permitting for approval of sewer connection to said facilities or buildings and shall be subject to additional connection and inspection fees.
- k) Both City and Owner agree that lack of adequate capacity in the City sewer mains, sewer treatment plants, or denial of the Missouri Department of Natural Resources to approve additional connections, shall be sufficient and adequate reasons to deny connection of additional structures or facilities on The Property.

#### 4. EASEMENTS:

- a) If applicable, Owner shall, at Owner's expense, procure, have surveyed and recorded with the Recorder of Deeds any necessary public or private easements to connect water or sewer utilities serving The Property in order to effect this agreement.



- b) Owner shall procure and have dedicated to the City, at Owner's expense, all necessary public easement(s) of appropriate width, as determined by City code, for access to any publically dedicated infrastructure as part of this project, whether on The Property or on any adjacent property.
  - c) Any easement(s) shall be attached hereto and incorporate herein as Exhibit "C". (No additional public or private easements are necessary to effect this agreement)
- 

5. ANNEXATION:

- a) Annexation of The Property shall be at the sole discretion of the City.
- b) For Non-Contiguous Properties:  
When The Property becomes contiguous to the corporate limits of the City, and the City requests annexation, Owner agrees to submit a verified petition for annexation of The Property, Annexation Application and required fees to the City.
- c) For Contiguous Properties following denied annexation request:  
The City Board of Aldermen has previously considered The Property for annexation however, the petition to annex was denied. Documentation of denial is attached hereto as Exhibit "D", and made part of this Agreement. Upon future request of the City and within thirty (30) days of said request, Owner agrees to submit a verified petition for annexation of The Property, Annexation Application and required fees to the City.
- d) For the purpose of this Agreement contiguous shall be as described by the Revised Statutes of the State of Missouri, and the perimeters of property included in the petition shall match the description of The Property as described hereto in Exhibit "A".
- e) The City shall act upon the petition for annexation as provided for by the Revised Statutes of the State of Missouri. Should the City Board of Aldermen deny the petition, the Owner agrees to resubmit the petition at any time requested by the City.
- f) The Property will be annexed as un-zoned, and will be zoned as provided for by City Code.
- g) Owner by signature to the agreement agrees to waive any rights to oppose the annexation of the property.
- h) Owner agrees not to sign any other petition for annexation of The Property or any petition for an annexation election relating to The Property, except upon request by the City.

- i) Owner agrees to provide, at owner's expense, any legal documents, surveys, engineering work, newspaper publication, maps, and reports determined by the City to be necessary to accomplish the annexation of The Property.
- j) Upon annexation The Property shall be subject to all City codes and ordinances and this Pre-Annexation agreement shall become null and void.

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6. CONSTRUCTION AND DEVELOPMENT:

- a) Owner agrees after the passage of this agreement, The Property shall conform with all City Codes pertaining to zoning and use. Those regulations include, but are not limited to, nonconforming structures and uses, permitted uses, special uses, area regulations, height regulations, off-street parking and loading areas.
- b) Owner agrees any development of The Property shall be in conformance with all regulations, design standards and City Codes pertaining to subdivisions and platting. No such work shall be performed until all necessary plats have been submitted to the City and all necessary approvals and permits issued.
- c) Owner agrees to construct all applicable infrastructure when necessary or required in accordance with the Branson Design Criteria for Public Improvement Projects and the Technical Specifications for Public Improvement Projects. All materials and workmanship associated with such requirements shall be subject to inspection by the City. The City reserves the right to accept or reject any such materials and workmanship which does not conform to the City of Branson Technical Specifications for Public Improvement Projects. If the inspection reveals any defective or unsatisfactory work, it shall be replaced or repaired before final acceptance. Any infrastructure to be accepted by the City as public infrastructure will not be accepted until the Owner provides a one-year maintenance bond assuring the infrastructure is free from construction or material defects. The categories of infrastructure may include, but are not limited to: sanitary sewers, water lines, streets, storm drainage including stormwater detention, sanitary sewer lift stations and sediment & erosion control.
- d) Owner acknowledges a floodplain development permit may be required for any proposed construction or other development within The Property. Owner agrees to not initiate any development or substantial-improvement, or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development as applicable.
- e) Owner agrees to construct or modify any structures on The Property in compliance with all adopted International Code Council (ICC) codes and amended ordinances as approved by the City. No work shall be performed on new or existing structures until all necessary plans have been submitted to the City and all necessary approvals and permits issued.

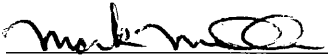
- f) Owner agrees to provide adequate fire protection to the property in a manner which shall conform to all governing regulations, including the installation of fire hydrants in accordance with the Branson Fire Prevention Code and the adopted International Fire Code. These codes may require the installation of an automatic fire sprinkler system, fire hydrants and a fire department connection on certain structures. Installation of fire hydrants and the associated waterlines and appurtenances shall be in accordance with the Branson Design Criteria for Public Improvement Projects and the Technical Specifications for Public Improvement Projects.
- g) Owner agrees to install and maintain, any required backflow prevention equipment on the water service serving The Property, in accordance with City code or the requirements of the public or private water supplier serving water to The Property, whichever is more stringent.
- h) Owner agrees to comply with all aspects of the City's sign regulations. No work shall be performed on new or existing signs until all necessary plans have been submitted to the City and all necessary approvals and permits issued.
- i) Owner agrees to comply with all aspects of the City's landscaping, buffering and clearing regulations. Those regulations include, but are not limited to, submission of landscaping plans, minimum requirements for off-street parking lots and vehicular use areas, interior landscaping, perimeter landscaping, buffering, screening, preservation and replacement of trees and natural forests, and all other land disturbance regulations.
- j) Owner shall allow and permit the City to observe and inspect all permitted construction activities and development within The Property for compliance with all City Codes. Any inspection required to be performed by a City department shall be requested a minimum of twenty-four (24) hours in advance of any such inspections. Owner will be provided with a list of said inspections upon issuance of a permit, and shall be required to pay any fees associated with inspections.
- k) Owner understands that compliance with all City codes and ordinances associated with construction and development may involve payment of fees, charges and deposits.
- l) Owner shall contact Missouri One-Call (Dig-Rite) prior to performing any construction activities involving any excavation for structures or utilities.
- m) Owner shall post bond in accordance with City code prior to making connection with public infrastructure. Owner shall be responsible to pay all costs associated with the repair of public infrastructure damaged by the Owner, their contractor or representatives.

## 7. LEGAL:

- a) Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants.
- b) The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
- c) This Agreement can only be modified in writing, signed by both parties, and approved by the City with passage of an ordinance. Such amendments shall be recorded with the Recorder of Deeds of Taney County, Missouri, shall be covenants running with The Property, binding upon all persons or entities having an interest in The Property subject to the amendment unless otherwise specified in the amendment.
- d) This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.
- e) Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors, from and against all liability, claims, causes of actions, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with this Agreement or the operation hereunder, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the property, or which are in any manner connected with the City's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against, or at the City's option, to pay the attorney's fees for defense counsel of the City's choice for, any such liability, claims, or demands. If final judgment be rendered against the City or its officers, agents or employees, finding them liable for the sole and direct actions of the City, then the City shall satisfy the same in full.
- f) As used in this Agreement, any reference to any provision of any City ordinance, resolution, or policy pertaining to construction and development is also intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon Owner.
- g) If The Property is found to be in violation of City code the property may be subject to, in accordance with City policy, discontinuation of water service.

- h) The Owner acknowledges that the annexation and subsequent zoning of the property are subject to the legislative discretion of the City Board of Aldermen. No assurances of annexation or zoning have been made or relied upon by the Owner.
- i) The parties agree that if any part, term, portion, or provision of this Agreement is held by a Court of competent jurisdiction to be illegal or in conflict with any law of the State of Missouri, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

  
\_\_\_\_\_  
Mark Miller / Managing Member


**CITY OF BRANSON, MISSOURI:**

\_\_\_\_\_  
Raeanne Presley  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

**APPROVED AS TO FORM:**

 12-17-14  
\_\_\_\_\_  
William T. Duston  
City Attorney

**ACKNOWLEDGMENT OF PROPERTY OWNER(S)**

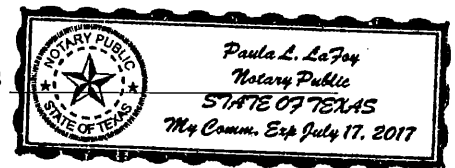
STATE OF Texas )  
COUNTY OF Gregg ) SS

On this 5 day of January, 20 15, before me personally appeared Mark Miller, to me known to be the persons described in and who jointly executed the foregoing Agreement, and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Longview, Texas the day and year first above written.

/s/ Paula L. LaJoy  
Notary Public

My term expires



**ACKNOWLEDGMENT OF CITY OF BRANSON**

STATE OF MISSOURI       )  
  )ss  
COUNTY OF TANEY       )

---

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **RAEANNE PRESLEY, MAYOR**, and **LISA K WESTFALL, CITY CLERK**, known to me to be the persons who executed the within Agreement in behalf of the **CITY OF BRANSON**, and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, \_\_\_\_\_ the day and year first above written.

/s/ \_\_\_\_\_

Notary Public

My term expires \_\_\_\_\_

Exhibit "A"

All of Lot Thirty-One (31), the final plat of Thunder Ridge Estates, Phase I, according to the recorded plat thereof, in Plat Book 1 Page 745, Taney County Recorder's office, Taney County, Missouri.

All of Lot Thirty-Five (35), the final plat of Thunder Ridge Estates, Phase I, according to the recorded plat thereof, in Plat Book 1 Page 745, Taney County Recorder's office, Taney County, Missouri.

All of Lot Thirty-Six (36), the final plat of Thunder Ridge Estates, Phase I, according to the recorded plat thereof, in Plat Book 1 Page 745, Taney County Recorder's office, Taney County, Missouri.

All of Lot Forty-One (41), the final plat of Thunder Ridge Estates, Phase I, according to the recorded plat thereof, in Plat Book 1 Page 745, Taney County Recorder's office, Taney County, Missouri.

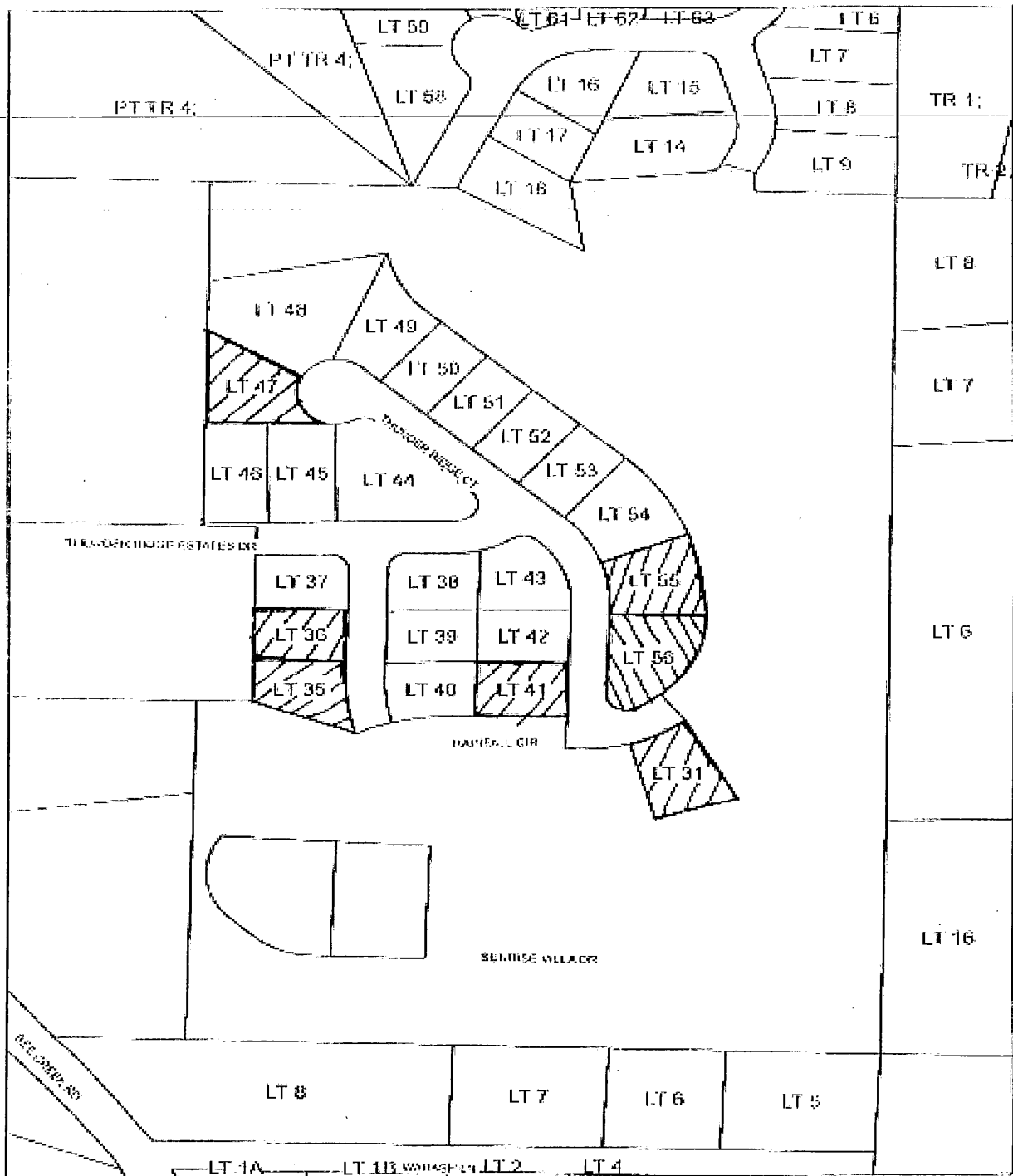
All of Lot Forty-Seven (47), the final plat of Thunder Ridge Estates, Phase I, according to the recorded plat thereof, in Plat Book 1 Page 745, Taney County Recorder's office, Taney County, Missouri.

All of Lot Fifty-Five (55), the final plat of Thunder Ridge Estates, Phase I, according to the recorded plat thereof, in Plat Book 1 Page 745, Taney County Recorder's office, Taney County, Missouri.

All of Lot Fifty-Six (56), the final plat of Thunder Ridge Estates, Phase I, according to the recorded plat thereof, in Plat Book 1 Page 745, Taney County Recorder's office, Taney County, Missouri.

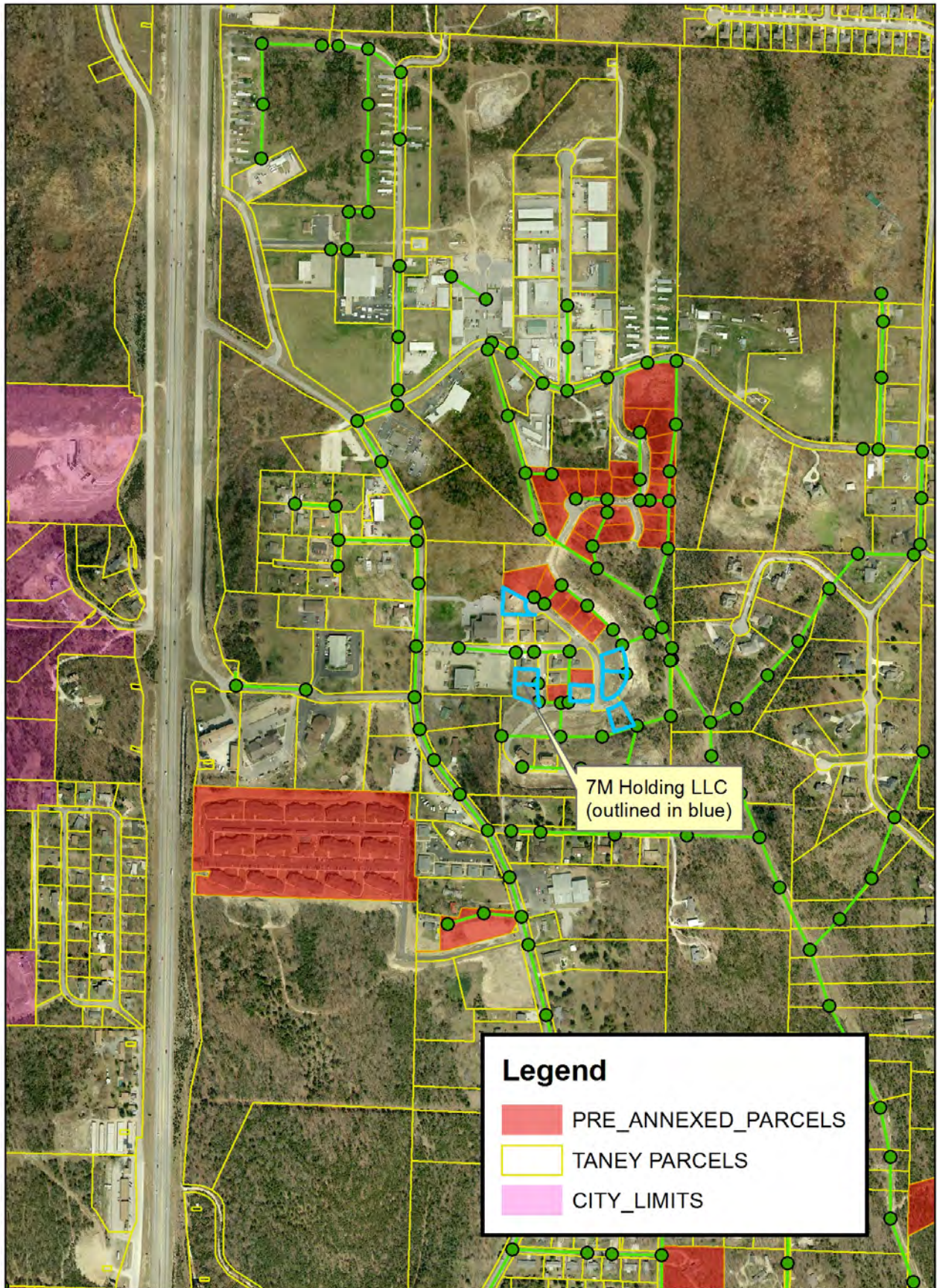


## Exhibit "B"









**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING A PRE-ANNEXATION AGREEMENT FOR THE PROPERTY OWNED BY TOMAS MALDONADO AND JOSEFINA HERNANDEZ ORTIZ LOCATED AT 308 REDBUD STREET IN TABLE ROCK ACRES SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** JANUARY 27, 2015

**FINAL READING:** FEBRUARY 10, 2015

**INITIATED BY:** UTILITIES DEPARTMENT 

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

Comp Plan Number: LAND USE Action 2.3.1 Ensure all annexation agreements, subdivision improvements and other subsequent commitments between the City and the annexee clearly identifies the intent and/or purpose of future development to assure the intent or purpose will be achieved and the City's policies and strategies are being met.

**STAFF REPORT:**

Tomas Maldonado and Josefina Hernandez Ortiz have submitted a request for sewer service to their property at 308 Redbud Street, described as all of Lot 17, Block 5 in the Table Rock Acres Subdivision located in Taney County, Missouri. Currently this property is not contiguous to the City limits. In order to receive City sewer service for this non-contiguous property, under City code, the owner is required to sign a Pre-Annexation Agreement. This Pre-Annexation Agreement contains requirement for all new structures and future improvements made on the property to be in accordance with City code and allows for future annexation of the property at the City's discretion.

If this Pre-Annexation Agreement is approved a single family home to be constructed on this lot. Sewer service fees will be charged to the property at the established outside City sewer rate until the property is annexed.

The property owners have agreed to the terms of the Pre-Annexation Agreement and have signed the document being considered.

The sewer collection lines, associated lift stations and the Cooper Creek Wastewater Treatment Plant have adequate capacity to accept the anticipated sewer flows to be generated from the property.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** N/A 

**ATTACHED INFORMATION:** Location Maps



BILL NO. 4703

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A PRE-ANNEXATION AGREEMENT FOR THE PROPERTY OWNED BY TOMAS MALDONADO AND JOSEFINA HERNANDEZ ORTIZ LOCATED AT 308 REDBUD STREET IN TABLE ROCK ACRES SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson desires to protect the environment by providing central sewer services to as many outlying residents as are feasible; and

**WHEREAS**, pursuant to Section 100.050 of the Branson Code of Ordinances, the city is authorized to enter into contracts to provide city services beyond its corporate boundaries; and

**WHEREAS**, Tomas Maldonado and Josefina Hernandez Ortiz are the owners of certain real property located in Taney County, Missouri; and

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the Pre-Annexation Agreement for the property owned by Tomas Maldonado and Josefina Hernandez Ortiz located at 308 Redbud Street in Table Rock Acres Subdivision and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.


Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Raeanne Presley  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:

 1-21-15  
\_\_\_\_\_  
William T. Duston  
City Attorney

**PRE-ANNEXATION AGREEMENT**  
**FOR THE CONNECTION OF CITY UTILITIES OUTSIDE CITY LIMITS BETWEEN**  
**THE CITY OF BRANSON AND TOMAS MALDONADO AND JOSEFINA HERNANDEZ**  
**ORTIZ**

Proximity to Corporate City Limits:            Non-Contiguous

Service(s) to be provided:                    Sewer

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Tomas Maldonado And Josefina Hernandez Ortiz, located at 308 Redbud Street (hereinafter referred to as the "Owner") and the CITY OF BRANSON, a municipal corporation located in the State of Missouri, (hereinafter referred to as the "City.")

**WITNESSETH:**

**WHEREAS**, the Owner desires to connect the above listed City public utilities for service to the Owner's property (hereinafter referred to as "The Property"); and,

**WHEREAS**, pursuant to Ordinance 2011-0051, the City is authorized to enter into contracts to provide City utility services beyond its city limits; and,

**WHEREAS**, the safe and adequate supply of potable water and the safe and adequate disposal of wastewater, within the close proximity of the City limits is of importance to the City in regards to protecting public health and the environment; and,

**WHEREAS**, the Owner desires to enter into this Pre-Annexation Agreement which provides provisions and requirements for connection to City public utilities and future annexation of The Property and,

**WHEREAS**, it is to the mutual benefit of the parties hereto to enter into this Agreement; and,

**WHEREAS**, the Owner acknowledges that The Property shall be subject to all City ordinances, building codes, fire codes, resolutions and other regulations of the City, as they may be amended from time to time so as to prevent disasters, protect lives and protect property.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AS SET FORTH HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. OWNERSHIP:

The Owner represents that they are the sole Owner of The Property described in Exhibit "A" and shown in Exhibit "B", both attached hereto and made part of this Agreement, located in Taney County, Missouri, and agrees this Pre-Annexation Agreement shall be recorded with the Recorder of Deeds, at the Owner's expense, and said Agreement shall be binding upon the parties hereto, their respective successors, heirs, transferees, administrators, contract purchasers, executors, grantees and assigns and shall constitute covenants running with The Property, or any portion thereof which may be sold, until the property is annexed by the City. Connection for service shall not be allowed until these documents are recorded and all costs are reimbursed to the City.

2. WATER SERVICES: (If Applicable)

The City shall allow the Owner to connect a private water service line(s), serving The Property, to the City water main system under the following conditions:

- a) Owner shall obtain, through the City Water Connection Application process, an application for construction and approval of a water service connection. Owner shall procure all required City water connection and inspection permits, and pay required system connection charges, water meter installation costs and inspection fees prior to connection to the City water system.
  - b) City shall tap the existing City water main for connection to a water meter. City shall install a water meter and auto read device, supplied by City or Owner, meeting current City specifications for meter type and auto read capabilities. Owner may elect to install said meter in accordance to City specification under the observance of City personnel. City shall maintain and replace the water meter and auto read device in accordance with City maintenance and replacement schedules.
  - c) Furthermore, Owner shall, at their expense, design, construct and install in accordance with City Code all necessary water service line(s) and associated equipment, beyond the water meter, serving The Property described in Exhibit "A".
  - d) Owner agrees to allow the City to inspect and observe the construction and installation of said water service line(s) and associated equipment in order to ascertain and determine that the same are in compliance with City Code. Owner shall be responsible for testing the installed water service line(s) and associated equipment in accordance with City Code prior to connection to the City water system. City staff shall observe and confirm test results for compliance with City Code.
- 
- e) Following approved inspection and testing, Owner shall be responsible for connection of the water service line to the water meter.

- f) Owner shall be responsible for the operation, maintenance and repair of the water service line(s) and associated equipment conveying potable water beyond the water meter to the The Property's private water system. Maintenance shall be adequate to minimize, to the extent possible, any leaks within the private water system.
- g) The Owner agrees that no other property owner shall be allowed to connect to the private water service line(s) serving The Property under this Agreement.
- h) The Owner shall be assessed a monthly water user rate as established and amended in accordance with City Code.
- i) Non-payment for water service shall result in disconnection of water service to The Property in accordance with City Code.
- j) Any new structures or facilities constructed on The Property that utilize City water services after the date of this agreement shall require additional permitting for approval of connection to said facilities or buildings and shall be subject to additional connection, permit and inspection fees and installation costs.
- k) Both City and Owner agree that lack of adequate capacity in the City water mains, water treatment plants, or denial of the Missouri Department of Natural Resources to approve additional connections, shall be sufficient and adequate reasons to deny connection of additional structures or facilities on The Property.

### 3. SEWER SERVICES: (If Applicable)

The City shall allow the Owner to connect a private sanitary sewer service line(s) serving The Property to the City sewer collection system under the following conditions:

- a) Owner shall obtain, through the City Sewer Application process, a sewer connection permit for approval of a sewer service connection. Owner shall procure all required City sewer connection and inspection permits, and pay required system connection charges and inspection fees prior to connection to the City sewer system.
- b) Owner shall, at their expense, design, construct and install all necessary sewer service line(s) and any required private pumping equipment serving The Property described in Exhibit "A".
- c) Owner shall construct the sewer service line(s) and any required private pumping equipment to serve The Property in accordance with City Code.



- d) Owner agrees to allow the City to inspect and observe the construction of said sewer service line(s) and required private pumping equipment in order to ascertain and determine that the same are in compliance with City Code. Owner shall be responsible for testing the installed sewer service line(s) in accordance with City Code prior to connection to the City sewer system. City staff shall observe and confirm test results for compliance with City Code.
- e) Following approved inspection and testing, Owner shall be responsible for connection of the sewer service line(s) to the City sewer system in accordance with City Code and under the observance of City staff.
- f) Owner shall be responsible for the operation, maintenance and repair of the sewer service line(s) and any required private pumping equipment conveying wastewater from The Property to the City sewer system. Maintenance shall be adequate to minimize, to the extent possible, Inflow & Infiltration (I&I) into the sewer service line(s). The City reserves the right to periodically monitor flows from the sewer service line to assure said flow does not exceed more than 250 percent (250%) of the daily average sewer flows during a wet weather event. Should (I&I) exceed this amount Owner shall take immediate action to mitigate the source and intrusion of (I&I).
- g) Owner agrees that no other property owner shall be allowed to connect to the private sewer service line(s) serving The Property under this Agreement.
- h) Owner shall be assessed a monthly sewer user rate as established and amended by City Code.
- i) Owner agrees that within sixty (60) days of connection to the City sewer system Owner shall properly abandon, at Owner's expense, any previously utilized sewer handling or treatment system located on The Property. Abandonment of said system shall be in accordance with City Code.
- j) Any new structures or facilities constructed on The Property that utilize City services after the date of this agreement shall require additional permitting for approval of sewer connection to said facilities or buildings and shall be subject to additional connection and inspection fees.
- k) Both City and Owner agree that lack of adequate capacity in the City sewer mains, sewer treatment plants, or denial of the Missouri Department of Natural Resources to approve additional connections, shall be sufficient and adequate reasons to deny connection of additional structures or facilities on The Property.

#### 4. EASEMENTS:

- a) If applicable, Owner shall, at Owner's expense, procure, have surveyed and recorded with the Recorder of Deeds any necessary public or private easements to connect water or sewer utilities serving The Property in order to effect this agreement.

- b) Owner shall procure and have dedicated to the City, at Owner's expense, all necessary public easement(s) of appropriate width, as determined by City code, for access to any publically dedicated infrastructure as part of this project, whether on The Property or on any adjacent property.
- c) Any easement(s) shall be attached hereto and incorporate herein as Exhibit "C". (No additional easements are necessary to effect this agreement)

5. ANNEXATION:

- a) Annexation of The Property shall be at the sole discretion of the City.
- b) For Non-Contiguous Properties:  
When The Property becomes contiguous to the corporate limits of the City, and the City requests annexation, Owner agrees to submit a verified petition for annexation of The Property, Annexation Application and required fees to the City.
- c) For Contiguous Properties following denied annexation request:  
The City Board of Aldermen has previously considered The Property for annexation however, the petition to annex was denied. Documentation of denial is attached hereto as Exhibit "D", and made part of this Agreement. Upon future request of the City and within thirty (30) days of said request, Owner agrees to submit a verified petition for annexation of The Property, Annexation Application and required fees to the City.
- d) For the purpose of this Agreement contiguous shall be as described by the Revised Statutes of the State of Missouri, and the perimeters of property included in the petition shall match the description of The Property as described hereto in Exhibit "A".
- e) The City shall act upon the petition for annexation as provided for by the Revised Statutes of the State of Missouri. Should the City Board of Aldermen deny the petition, the Owner agrees to resubmit the petition at any time requested by the City.
- f) The Property will be annexed as un-zoned, and will be zoned as provided for by City Code.
- g) Owner by signature to the agreement agrees to waive any rights to oppose the annexation of the property.
- h) Owner agrees not to sign any other petition for annexation of The Property or any petition for an annexation election relating to The Property, except upon request by the City.

- i) Owner agrees to provide, at owner's expense, any legal documents, surveys, engineering work, newspaper publication, maps, and reports determined by the City to be necessary to accomplish the annexation of The Property.
- j) Upon annexation The Property shall be subject to all City codes and ordinances and this Pre-Annexation agreement shall become null and void.

6. CONSTRUCTION AND DEVELOPMENT:

- a) Owner agrees after the passage of this agreement, The Property shall conform with all City Codes pertaining to zoning and use. Those regulations include, but are not limited to, nonconforming structures and uses, permitted uses, special uses, area regulations, height regulations, off-street parking and loading areas.
- b) Owner agrees any development of The Property shall be in conformance with all regulations, design standards and City Codes pertaining to subdivisions and platting. No such work shall be performed until all necessary plats have been submitted to the City and all necessary approvals and permits issued.
- c) Owner agrees to construct all applicable infrastructure when necessary or required in accordance with the Branson Design Criteria for Public Improvement Projects and the Technical Specifications for Public Improvement Projects. All materials and workmanship associated with such requirements shall be subject to inspection by the City. The City reserves the right to accept or reject any such materials and workmanship which does not conform to the City of Branson Technical Specifications for Public Improvement Projects. If the inspection reveals any defective or unsatisfactory work, it shall be replaced or repaired before final acceptance. Any infrastructure to be accepted by the City as public infrastructure will not be accepted until the Owner provides a one-year maintenance bond assuring the infrastructure is free from construction or material defects. The categories of infrastructure may include, but are not limited to: sanitary sewers, water lines, streets, storm drainage including stormwater detention, sanitary sewer lift stations and sediment & erosion control.
- d) Owner acknowledges a floodplain development permit may be required for any proposed construction or other development within The Property. Owner agrees to not initiate any development or substantial-improvement, or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development as applicable.
- e) Owner agrees to construct or modify any structures on The Property in compliance with all adopted International Code Council (ICC) codes and amended ordinances as approved by the City. No work shall be performed on new or existing structures until all necessary plans have been submitted to the City and all necessary approvals and permits issued.

- f) Owner agrees to provide adequate fire protection to the property in a manner which shall conform to all governing regulations, including the installation of fire hydrants in accordance with the Branson Fire Prevention Code and the adopted International Fire Code. These codes may require the installation of an automatic fire sprinkler system, fire hydrants and a fire department connection on certain structures. Installation of fire hydrants and the associated waterlines and appurtenances shall be in accordance with the Branson Design Criteria for Public Improvement Projects and the Technical Specifications for Public Improvement Projects.
- g) Owner agrees to install and maintain, any required backflow prevention equipment on the water service serving The Property, in accordance with City code or the requirements of the public or private water supplier serving water to The Property, whichever is more stringent.
- h) Owner agrees to comply with all aspects of the City's sign regulations. No work shall be performed on new or existing signs until all necessary plans have been submitted to the City and all necessary approvals and permits issued.
- i) Owner agrees to comply with all aspects of the City's landscaping, buffering and clearing regulations. Those regulations include, but are not limited to, submission of landscaping plans, minimum requirements for off-street parking lots and vehicular use areas, interior landscaping, perimeter landscaping, buffering, screening, preservation and replacement of trees and natural forests, and all other land disturbance regulations.
- j) Owner shall allow and permit the City to observe and inspect all permitted construction activities and development within The Property for compliance with all City Codes. Any inspection required to be performed by a City department shall be requested a minimum of twenty-four (24) hours in advance of any such inspections. Owner will be provided with a list of said inspections upon issuance of a permit, and shall be required to pay any fees associated with inspections.
- k) Owner understands that compliance with all City codes and ordinances associated with construction and development may involve payment of fees, charges and deposits.
- l) Owner shall contact Missouri One-Call (Dig-Rite) prior to performing any construction activities involving any excavation for structures or utilities.
- m) Owner shall post bond in accordance with City code prior to making connection with public infrastructure. Owner shall be responsible to pay all costs associated with the repair of public infrastructure damaged by the Owner, their contractor or representatives.

## 7. LEGAL:

- a) Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants.
- b) The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
- c) This Agreement can only be modified in writing, signed by both parties, and approved by the City with passage of an ordinance. Such amendments shall be recorded with the Recorder of Deeds of Taney County, Missouri, shall be covenants running with The Property, binding upon all persons or entities having an interest in The Property subject to the amendment unless otherwise specified in the amendment.
- d) This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.
- e) Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors, from and against all liability, claims, causes of actions, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with this Agreement or the operation hereunder, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the property, or which are in any manner connected with the City's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against, or at the City's option, to pay the attorney's fees for defense counsel of the City's choice for, any such liability, claims, or demands. If final judgment be rendered against the City or its officers, agents or employees, finding them liable for the sole and direct actions of the City, then the City shall satisfy the same in full.
- f) As used in this Agreement, any reference to any provision of any City ordinance, resolution, or policy pertaining to construction and development is also intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon Owner.
- g) If The Property is found to be in violation of City code the property may be subject to, in accordance with City policy, discontinuation of water service.

- h) The Owner acknowledges that the annexation and subsequent zoning of the property are subject to the legislative discretion of the City Board of Aldermen. No assurances of annexation or zoning have been made or relied upon by the Owner.
- i) The parties agree that if any part, term, portion, or provision of this Agreement is held by a Court of competent jurisdiction to be illegal or in conflict with any law of the State of Missouri, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

Tomas Maldonado  
Tomas Maldonado / Owner

Josefina Hernandez Ortiz  
Josefina Hernandez Ortiz / Owner


**CITY OF BRANSON, MISSOURI:**

\_\_\_\_\_  
Raeanne Presley  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

**APPROVED AS TO FORM:**

 12-17-14  
William T. Duston  
City Attorney

ACKNOWLEDGMENT OF PROPERTY OWNER(S)

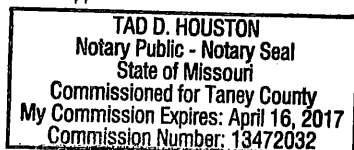
STATE OF Missouri )  
 ) ss  
COUNTY OF Taney )

On this 2<sup>nd</sup> day of January, 2015, before me personally appeared Thomas Maldonado & Josefina Hernandez Ortiz, to me known to be the persons described in and who jointly executed the foregoing Agreement, and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Branson, Missouri the day and year first above written.

/s/ [Signature]

Notary Public



My term expires 4/16/17

**ACKNOWLEDGMENT OF CITY OF BRANSON**

STATE OF MISSOURI       )  
  )ss  
COUNTY OF TANEY       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **RAEANNE PRESLEY, MAYOR**, and **LISA K WESTFALL, CITY CLERK**, known to me to be the persons who executed the within Agreement in behalf of the **CITY OF BRANSON**, and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, \_\_\_\_\_ the day and year first above written.

/s/ \_\_\_\_\_

Notary Public

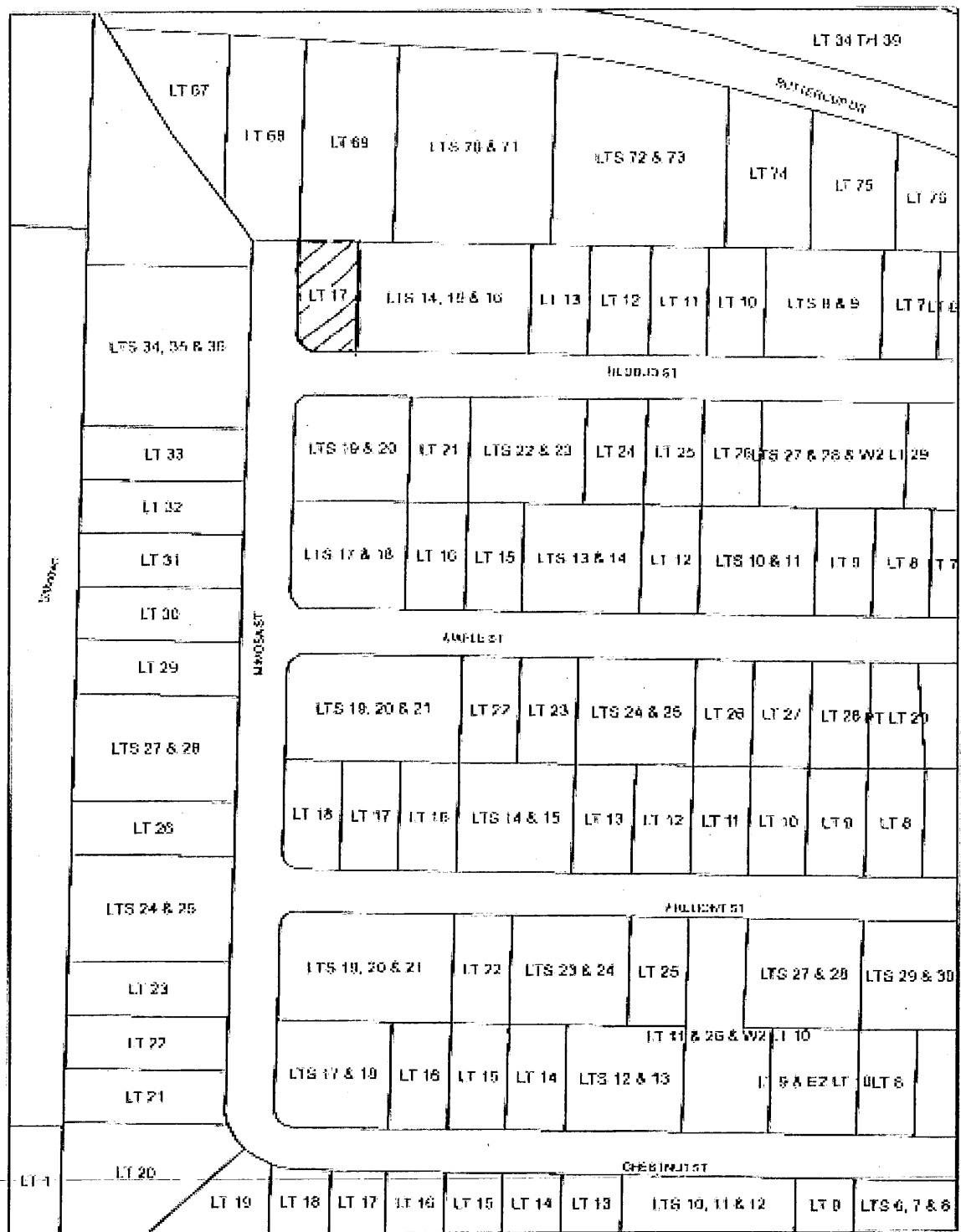
My term expires \_\_\_\_\_



Exhibit "A"

**ALL OF LOT 17 BLOCK 5 TABLE ROCK ACRES SUBDIVISION AS PER  
THE RECORDED PLAT THEREOF, RECORDED IN PLAT BOOK 10 AT  
PAGE 59. TANEY COUNTY RECORDERS OFFICE.**

## Exhibit "B"









**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL AMENDING SECTION 86-621 OF THE BRANSON MUNICIPAL CODE  
PERTAINING TO SCHEDULE I: STOP SIGNS.

**FIRST READING:** JANUARY 27, 2015

**FINAL READING:** FEBRUARY 10, 2015

**INITIATED BY:** ENGINEERING DEPARTMENT *dmw/edf*

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.

*W. Malin*

**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

C: We will show annual improvement as a great place to live, work and visit.

**STAFF REPORT:**

When the Branson Commerce Park development was constructed, a traffic calming circle was installed at the intersection of Branson Commerce Parkway and Park Boulevard. A traffic calming circle is not the same as a roundabout. A roundabout has specific criteria that allows it to function with yield signs at the entrance points. Yield signs are not appropriate for a traffic calming circle which is generally used for beautification instead of traffic management. Traffic calming circles can include stop signs but the circles are considered safe without the use of stop signs in low traffic volume locations. In Commerce Park, with the lack of commercial development, the traffic volumes are every low. The majority of the drivers are residents that live outside of Branson and use the roads as a shortcut to Highway 248.

Multiple requests have been received for the city to remove the existing stop signs at the traffic calming circle. With the excellent visibility and low volumes and speeds at the intersection, removal of the stop signs should not result in a hazardous situation. By eliminating the unnecessary vehicle stops, the removal will reduce exhaust emissions and travel times. When Commerce Park commercial development begins to occur, the situation will need to be reviewed to determine if the stop signs should be reinstalled.

The attached ordinance eliminates the two stop signs at this intersection currently included in the city code. The third stop sign was never codified. At the time the signage change is made, a changeable message board will be placed temporarily to notify drivers that the signage is different.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** N/A

**ATTACHED INFORMATION:** Map

*GR*



BILL NO. 4704

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 86-621 OF THE BRANSON MUNICIPAL CODE PERTAINING TO SCHEDULE I: STOP SIGNS.**

---

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:**

Section 1: It is the intention of the Board of Aldermen, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Branson Municipal Code, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 2: That Chapter 86 - Traffic and Vehicles, Article X – Schedules, Section 86-621 - Schedule I: Stop Signs, is hereby amended to read as follows:

~~[Branson Commerce Loop northbound at Park Boulevard]~~

~~[Branson Commerce Parkway southbound at Park Boulevard]~~

NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE WHICH IS ~~[STRICKEN]~~ HAS BEEN DELETED.

Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.


Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Racanne Presley  
Mayor

ATTEST:

APPROVED AS TO FORM:

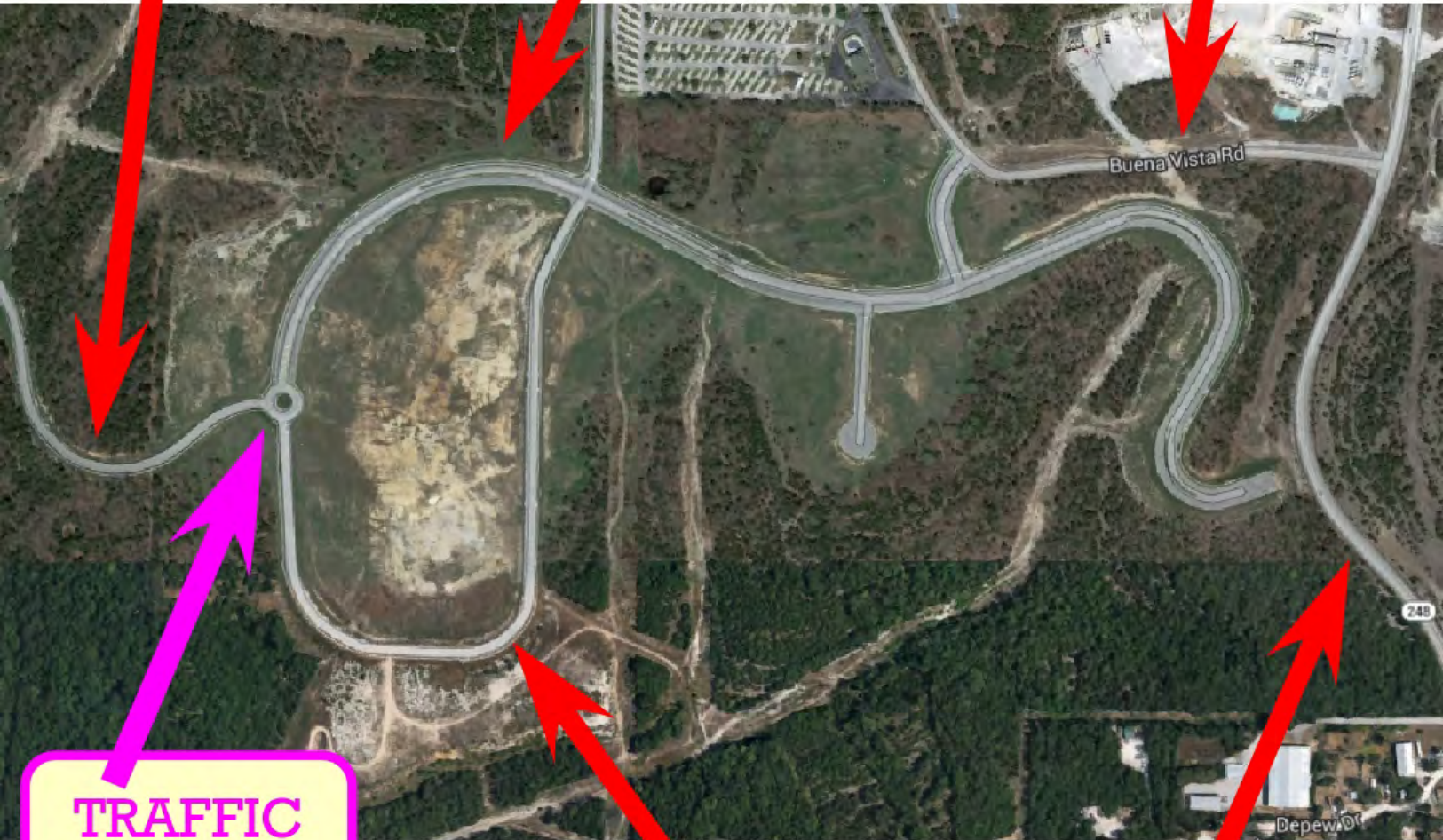
\_\_\_\_\_  
Lisa K Westfall  
City Clerk

 1-21-15  
\_\_\_\_\_  
William T. Duston  
City Attorney

Branson Commerce Parkway

Park Boulevard

Buena Vista Road



TRAFFIC  
CALMING  
CIRCLE

Highway 248

Branson Commerce Loop